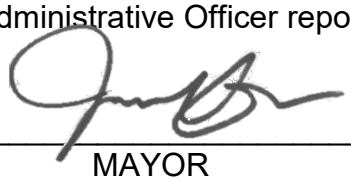
0220-00540-1738

TRANSMITTAL

TO	DATE	COUNCIL FILE NO.
The City Council	10/31/2025	
FROM		**COUNCIL DISTRICT**
The Mayor		Citywide

Proposed Contracts for the Handyworker Program for Class B general contractor and lead testing services

Transmitted for your consideration.
See the City Administrative Officer report attached.



MAYOR

(Jenny Delwood for)

MWS:CV:02260047c

CAO 649-d

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
($25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 10-29-25	C.D. No. --	CAO File No.: 0220-00540-1738
Contracting Department/Bureau: Los Angeles Housing Department		Contact: Raha Azarmehr (213) 808-8825	

Reference: Los Angeles Housing Department transmittal dated October 9, 2025; Received by the City Administrative Officer on October 9, 2025; Additional information received through October 23, 2025.

Purpose of Contract: To procure multiple contractors to provide services required to operate the Handyworker Program

Type of Contract: (x) New contract ( ) Amendment, Contract No.	Contract Term Dates: January 1, 2026 through September 30, 2026, with the option to renew for up to two (2) one-year terms.

Contract/Amendment Amount:

1) AG Pacific Construction & Development Corp
   Proposed amount $ 544,554 + Prior award(s) $ 0 = Total $ 544,554

2) Coalition for Responsible Community Development
   Proposed amount $ 218,773 + Prior award(s) $ 0 = Total $ 218,773

3) Watts Labor Community Action Committee
   Proposed amount $ 124,549 + Prior award(s) $ 0 = Total $ 124,549

4) EMSL Analytical, Inc. dba LA Testing
   Proposed amount $ 15,000+ Prior award(s) $ 0 = Total $ 15,000

Source of funds: Community Development Block Grant

Name of Contractor:

1) AG Pacific Construction & Development Corp
   15230 Burbank Blvd., Suite 108 Sherman Oaks, CA 91411

2) Coalition for Responsible Community Development
   3101 South Grand Avenue Los Angeles, CA 90007

3) Watts Labor Community Action Committee
   10950 South Central Avenue Los Angeles, CA 90059

4) EMSL Analytical, Inc. dba LA Testing
   200 Route 130 North Cinnaminson, NJ 08077

	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	x			8. Business Inclusion Program			x
2. Appropriated funds are available	x			9. Equal Benefits & First Source Hiring Ordinances	x		
3. Charter Section 1022 findings completed	x			10. Contractor Responsibility Ordinance	x		
4. Proposals have been requested	x			11. Disclosure Ordinances	x		
5. Risk Management review completed	x			12. Bidder Certification CEC Form 50	x		
6. Standard Provisions for City Contracts included	x			13. Prohibited Contributors (Bidders) CEC Form 55	x		
7. Workforce that resides in the City: 0 %				14. California Iran Contracting Act of 2010			x

Carina Valdivia			Yolanda Chavez for City Administrative Officer
CV	Analyst	02260047	

CAO 661 Rev. 04/2019

RECOMMENDATIONS

That the Council, subject to the approval of the Mayor:

1. Note and file the Los Angeles Housing Department (LAHD) transmittal dated October 9, 2025 relative to executing various City contracts for the Handyworker Program;

2. Authorize the General Manager of the LAHD, or designee, to:

    a. Execute a new agreement with AG Pacific Construction & Development Corp. for Class B General Construction services, in an amount not to exceed $544,554 for a term of nine (9) months commencing on January 1, 2026 through September 30, 2026, with the option to renew for up to two (2) one-year terms, in substantial conformance with the attached agreement, subject to the review and approval of the City Attorney as to form, funding availability, and compliance with the City's contracting requirements;

    b. Execute a new agreement with the Coalition for Responsible Community Development for Class B General Construction services, in an amount not to exceed $218,773 for a term of nine (9) months commencing on January 1, 2026 through September 30, 2026, with the option to renew for up to two (2) one-year terms, in substantial conformance with the attached agreement, subject to the review and approval of the City Attorney as to form, funding availability, and compliance with the City's contracting requirements;

    c. Execute a new agreement with Watts Labor Community Action Committee for Class B General Construction services, in an amount not to exceed $124,549 for a term of nine (9) months commencing on January 1, 2026 through September 30, 2026, with the option to renew for up to two (2) one-year terms, in substantial conformance with the attached agreement, subject to the review and approval of the City Attorney as to form, funding availability, and compliance with the City's contracting requirements;

    d. Execute a sole source contract with EMSL Analytical, Inc. dba LA Testing for lead testing services in an amount not to exceed $15,000, for a term of nine (9) months commencing on January 1, 2026 through September 30, 2026, with the option to renew for up to two (2) one-year terms, in substantial conformance with the attached agreement, subject to the review and approval of the City Attorney as to form, funding availability, and compliance with the City's contracting requirements; and,

    e. Prepare Controller instructions and any technical adjustments consistent with the Mayor and Council actions related to this matter, subject to the approval of the City Administrative Officer, and request the Controller to implement those instructions.

3. Request the Controller to:

    a. Transfer $78,815 from 43H624 Dupont Lead Safe to a new account 43C588 - Handyworker within the LAHD small grants & Awards Fund No. 49N.

b. Transfer the following to Account 21C588 - Handyworker within the Community Development Block Grant Fund No. 424

Account No.	Account Name	Amount
21C143	LAHD	$583,281
21C299	Reimbursement of GF Costs	$228,996
	Total:	$812,277

c. Decrease $583,281 within Fund 100/43 Account No. 001010 Salaries General.

SUMMARY

The Los Angeles Housing Department (LAHD) requests authority for various actions related to the Handyworker Program. This includes authority to execute agreements with 1) AG Pacific Construction & Development Corp. for an amount not to exceed $544,554, and a contract term of nine months beginning on January 1, 2026 through September 30, 2026; 2) the Coalition for Responsible Community Development for an amount not to exceed $218,773, and a contract term of nine months beginning on January 1, 2026 through September 30, 2026; 3) the Watts Labor Community Action Committee for an amount not to exceed $124,549, and a contract term of nine months beginning on January 1, 2026 through September 30, 2026; and 4) EMSL Analytical, Inc. dba LA Testing (sole source) in an amount not to exceed $15,000, for a term of nine months beginning on January 1, 2026 through September 30, 2026. The Handyworker Program provides free minor home repair and accessibility improvements for low-income homeowners and renters aged 62 and older and people who are permanently disabled. Funding for these contracts is approved and allocated annually as part of the City's Consolidated Plan (Con Plan).

Subsequent to the release of its transmittal dated October 22, 2025, the LAHD indicated a motion was introduced to transfer $75,600 from AB 1290 Fund No. 53P to the Affordable Housing Trust Fund No. 44G to fund Council District 12 Handyworker Program waitlist (C.F. 25-1252). The contract amount for AG Pacific Construction and Development Corporation was modified to reflect this additional funding.

The 51st Con Plan includes $2,234,233 in CDBG funds for the Handyworker Program. The LAHD is requesting to transfer $812,277 of the CDBG funds for the Handyworker Program delivery. The LAHD also requests authority to disencumber $78,815 of unspent funds from the U.S Conference of Mayors (USCM) Lead Safe for Kids' Sake Grant and allocate that funding to the Handyworker Program. The LAHD indicates that the USCM grant funds will be used for eligible activities including lead laboratory testing, staff training and certifications, and technology for field staff.

The AG Pacific Construction & Development Corp., the Coalition for Responsible Community Development, and the Watts Labor Community Action Committee were selected through a Request for Proposals (RFP) issued by LAHD on April 28, 2025 to procure up to three Class B General Contractors and one lead testing laboratory. The LAHD received seven qualified proposals for Class B General Contractors in response to the RFP. The LAHD selected the AG Pacific Construction & Development Corp., the Coalition for Responsible Community Development, and the Watts Labor Community Action Committee based on experience and scores. All selected contractors had prior contracts under the

Handyworker Program. The LAHD did not receive any proposals for lead testing services, prompting LAHD staff to pursue a sole-source contract for lead testing services.

Pursuant to Charter Section 1022, the Personnel Department determined that while there are no classifications able to perform the services for the Lead Laboratory Testing service, there were classifications identified which could provide the Licensed General-Contractor Construction Services. However, this Office determined it is more feasible to contract because the services are intermittent in nature and exceed staffing availability.

In accordance with the Los Angeles Administrative Code Section 14.7(a), Council approval of the proposed contracts is required since the contracts are funded with grant funds. To the best of this Office's knowledge, the contractors have complied with all standard provisions for City contracts.

FISCAL IMPACT STATEMENT

The proposed Handyworker contracts will be funded by the Community Development Block Grant through the 51st Program Year 2025-26 Consolidated Plan. Funding for each of the two subsequent fiscal years is subject to Mayor and Council approval of the Consolidated Plan. The City's financial obligation will be limited to funds appropriated for this purpose. There is no additional impact to the General Fund.

FINANCIAL POLICIES STATEMENT

The recommendations stated in this report comply with the City's Financial Policies in that grant funds will be used for grant-eligible activities.

MWS:CV:02260047c

Attachments

Tiena Johnson Hall, General Manager
Luz C. Santiago, Acting Executive Officer

Anna E. Ortega, Assistant General Manager
Luz C. Santiago, Assistant General Manager
Craig Arceneaux, Assistant General Manager

City of Los Angeles

Karen Bass, Mayor

LOS ANGELES HOUSING DEPARTMENT
1910 Sunset Blvd, Ste 300
Los Angeles, CA 90026
Tel: 213.808.8808

housing.lacity.gov

October 9, 2025

Council File: NEW
Council Districts: Citywide
Contact Persons: Raha Azarmehr: (213) 808-8825
Sara Wall: (213) 808-8848

Honorable Karen Bass
Mayor, City of Los Angeles
200 N. Spring Street
Room 303, City Hall
Los Angeles, CA 90012

Attention: Legislative Coordinator

COUNCIL TRANSMITTAL: LOS ANGELES HOUSING DEPARTMENT REQUEST FOR AUTHORITY TO EXECUTE CONTRACTS RESULTING FROM A REQUEST FOR PROPOSALS FOR THE HANDYWORKER PROGRAM AND TO TRANSFER FUNDS FROM THE U.S. CONFERENCE OF MAYORS LEAD-SAFE FOR KIDS' SAKE GRANT TO THE HANDYWORKER PROGRAM

SUMMARY

The General Manager of the Los Angeles Housing Department (LAHD) respectfully requests that your office review and approve this transmittal and forward it to the City Council for further consideration. Through this transmittal, LAHD seeks approval and requests authority to execute contracts for the Handyworker Program for three (3) Class B General Contractors and one (1) lead testing provider.

On April 28, 2025, LAHD released a Request for Proposals (RFP), as approved by the City Council (C.F. No. 24-0500), to procure multiple contractors to provide services required to operate the Handyworker Program, such as general contractors and lead testing providers.

LAHD requests authority to execute program contracts with AG Pacific Construction & Development Corp., Coalition for Responsible Community Development, Watts Labor Community Action Committee, and EMSL Analytical, Inc. dba LA Testing. The contracts will have a start date of January 1, 2026, instead of October 1, 2025, as was originally approved in C.F. No. 24-0500, due to unforeseen delays in the RFP process. The contracts will be for an initial term of nine (9) months commencing on January 1, 2026 through September 30, 2026, with the option to extend for up to two (2) additional one-year terms.

LAHD's Lead Hazard Remediation Program (LHRP) was discontinued in December 2024. However, LHRP has $78,815.14 remaining from the U.S. Conference of Mayors Lead-Safe for Kids' Sake (USCM) Grant. The USCM Grant's eligible activities include training and technology and other operational costs directly related to reducing

lead-based paint hazards. The Handyworker Program tests participating properties for lead hazards, and staff must maintain lead-related certifications. As such, the Handyworker Program aligns with the eligible activities of the USCM Grant. Therefore, LAHD proposes transferring the remaining funds to the Handyworker Program to be used for eligible activities including lead laboratory testing, staff training and certifications, and technology for staff working in the field on lead-related work.

RECOMMENDATIONS

I. That the Mayor review this transmittal and forward to the City Council for further action;

II. That the City Council, subject to the approval of the Mayor:

A. AUTHORIZE the General Manager of LAHD, or designee, to execute contracts with the contractors identified below for a term of nine (9) months commencing on January 1, 2026 through September 30, 2026, with the option to renew for up to two (2) additional one-year terms, in substantial conformance with the draft document attached (see Attachment A), subject to funding availability, contractor performance, and approval of the City Attorney as to form:

i. AG Pacific Construction & Development Corp. for Class B General Construction services for an amount not to exceed $468,954.42;

ii. Coalition for Responsible Community Development for Class B General Construction services for an amount not to exceed $218,773.07; and

iii. Watts Labor Community Action Committee for Class B General Construction services for an amount not to exceed $124,549.

B. AUTHORIZE the General Manager of LAHD, or designee, to execute a sole source contract with EMSL Analytical, Inc. dba LA Testing for lead testing services in an amount not to exceed $15,000 for a term of nine (9) months commencing on January 1, 2026 through September 30, 2026, with the option to renew for up to two (2) additional one-year terms, in substantial conformance with the draft document attached (see Attachment B), subject to funding availability, contractor performance, and approval of the City Attorney as to form.

C. AUTHORIZE the Controller to:

i. Establish a new account 43C588 - Handyworker and transfer $78,815.14 from 43H624 - Dupont Lead Safe to this new account within the LAHD small grants & Awards Fund No. 49N.

ii. Transfer the following to account 21C588 - Handyworker within the Community Development Block Grant No. 424

Account No.	Account Name	Amount
21C143	LAHD	$583,280.55
21C299	Reimbursement of GF Costs	$228,995.94
	TOTAL:	$812,276.49

iii. Decrease $583,280.55 within Fund 100/43 Account No. 001010 Salaries General.

D. AUTHORIZE the General Manager of LAHD, or designee, to prepare Controller instructions and make any necessary technical adjustments consistent with the Mayor and City Council actions on this matter, subject to the approval of the City Administrative Officer (CAO), and instruct the Controller to implement the instructions.

BACKGROUND

The Handyworker Program provides free minor home repair and accessibility improvements for low-income homeowners aged 62 years and older and people who are permanently disabled. Funding for the Handyworker Program comes from the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG), and is approved and allocated annually as part of the City's budget for the Consolidated Plan. CDBG specifies income eligibility thresholds for homeowners who earn 80% or less of Area Median Income (AMI).

To deliver home repair services, the Handyworker Program utilizes Class B Licensed General Contractors to provide construction services. In addition, CDBG guidelines require testing any area where construction could have disturbed lead-based paint for lead hazards. As such, lead samples must be collected by a staff person who carries a Sampling Technician certification issued by the California Department of Public Health (CDPH). A staff person with the Lead Inspector certification must approve all laboratory test results before they are sent to CDPH. Both of these certifications require education courses and exams to obtain the certificate in addition to ongoing education credits to maintain their certification.

LAHD issues a Request for Proposals (RFP) every three (3) years to ensure the Handyworker Program has adequate coverage of Class B Licensed General Contractors and a lead testing laboratory. After the initial nine-month contract term, all future extensions of the proposed contracts will be subject to the following: contractor performance reviews, availability of funds, and compliance with City and Federal contracting requirements.

HANDYWORKER PROGRAM CONTRACT AND FUNDING AUTHORITY

Charter Section 1022 Review

On March 6, 2025, LAHD received determinations from the Personnel Department, based on the provisions of Charter Section 1022, on whether or not the City currently has the staff available to perform the required services sought under this RFP. The Personnel Department determined that while there are no classifications able to perform the services for the Lead Laboratory Testing service, there were classifications identified which could provide the Licensed General-Contractor Construction Services. As a result, the Department conducted outreach to various City departments to determine if City employees with these classifications could perform the proposed scope of work, and no departments responded with available resources. Afterwards, the Department requested a review by the CAO to determine contract feasibility and the CAO determined that contracting out the services would be more feasible.

Request for Proposal Process

On April 28, 2025, LAHD released a RFP to procure up to three (3) Class B General Contractors and one (1) lead testing laboratory via the City's Regional Alliance Marketplace for Procurement (RAMP). The RFP was advertised in the Daily Journal, the LA Contractor Weekly, social media, and LAHD's website. The RFP was cross-listed in different categories on RAMP, notifying users in relevant trades. The proposals were due on June

9, 2025 and seven (7) proposals were received for Class B General Contractors; however, one (1) proposal was determined ineligible for review for not meeting the minimum threshold requirements.

Evaluation Process and Criteria

LAHD formed a review team consisting of two (2) narrative evaluators, two (2) project site evaluators, and one (1) financial statement evaluator, who conducted a thorough review of the six (6) eligible proposals. The evaluators were selected from differing perspectives and expertise. The proposals were evaluated on their own merit for content, responsiveness, conciseness, clarity, relevance, cost, and adherence to the instructions in the RFP. A minimum score of seventy (70) was required to be considered for funding. The criteria for evaluating the proposals included the following:

TABLE 1, EVALUATION CRITERIA FOR CLASS B GENERAL CONTRACTOR	
Narrative 1 - Program Staffing and Administration	30%
Narrative 2 - Assessment, Repair Planning, and Quality Assurance	30%
Narrative 3 - Construction Capacity and Work Product	40%
Total:	**100%**

After this comprehensive review process, LAHD selected AG Pacific Construction & Development Corp. (AG Pacific), Coalition for Responsible Community Development, and Watts Labor Community Action Committee as Class B General Contractors. All three (3) companies/organizations have extensive experience working on housing projects with California public agencies, including the City of Los Angeles. AG Pacific and Watts Labor Community Action Committee have both previously contracted with the Handyworker Program. The final rankings and outcomes of the RFP are reflected in the table below:

TABLE 2, RESULTS OF HANDYWORKER CONSTRUCTION RFP			
Category	**Proposer**	**Ranking**	**Outcome**
Class B General Contractor	AG Pacific Construction & Development Corp.	1	Selected
Class B General Contractor	Coalition for Responsible Community Development	2	Selected
Class B General Contractor	Watts Labor Community Action Committee	3	Selected
Class B General Contractor	INSSKI Construction	4	Not Selected
Class B General Contractor	Rainy Day Roofing	5	Not Selected
Class B General Contractor	RM3 Consulting LLC	6	Not Selected

Appeals Process

On September 19, 2025, the proposers were notified of the results of the RFP evaluation process and were offered the opportunity to appeal the review process used by LAHD in making its recommendations. After the five-day appeals window, LAHD did not receive any appeals.

Proposed Scope of Work

AG Pacific, Coalition for Responsible Community Development, and Watts Labor Community Action Committee will work with LAHD to provide minor home repairs. These services may include, but are not limited to, the following:

- Smoke and carbon monoxide detectors
- Wheelchair ramps
- Handrails

- Grab bars
- Quick releases for window bars
- Toilets
- Faucets
- Water heaters
- Outlets
- Doors and locks
- Flooring

SOLE SOURCE FOR LEAD TESTING SERVICES

The Handyworker RFP issued on April 28, 2025 included an opportunity for proposals for lead testing services. These services are crucial to the Handyworker Program because lead dust samples require lab testing and are a CDBG requirement. However, no proposals were received for this service prompting Handyworker Staff to pursue a sole-source contract. The City Attorney's Office approved a sole source contract for this service.

Handyworker Staff reached out to three (3) organizations that provide lead testing services with the proper certifications to request proposals in writing that speak to their understanding and ability to provide the scope of work, reasonable pricing, and agree to the contracting requirements set forth in the RFP. The three (3) organizations were: EMSL Analytical, Inc. dba LA Testing, Enviro Check, and SGS Built Environment. All three (3) organizations had two (2) weeks to submit their proposals for consideration but only EMSL submitted a proposal.

LAHD requests authority to execute a contract with EMSL Analytical, Inc. dba LA Testing for a term of nine (9) months commencing on January 1, 2026, with the option to renew for up to two (2) additional one-year terms, subject to funding availability.

TRANSFER OF MAYORS LEAD-SAFE FOR KIDS' SAKE GRANT

The U.S. Conference of Mayors Lead-Safe for Kids' Sake Grant was awarded to the LAHD LHRP in November 2011. The $100,000 had several goals, including remediation of lead-based paint hazards in target housing (pre-1978 homes, low-income families) and to pay for capacity building with LAHD by offering training. The goal of these funds was to improve the City's capability to enforce California Law SB 460, which requires the use of lead-safe work practices in pre-1978 housing. $78,815.14 remains in the account after LHRP sunsetted in December 2024.

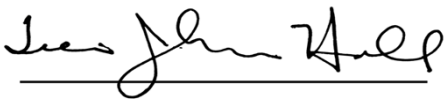
If the transfer of this funding is approved, the Handyworker Program will use the funds for training, education, and lead testing. In order to comply with state and federal law, when required, post-construction dust samples are collected on homes built before 1978 to test for lead on areas where new construction may have disturbed old paint. If lead is detected over the legal limit set by CDPH, the contractor must re-clean the surfaces where construction was performed and Program staff will re-test. The Handyworker Program contracts with a local laboratory to test the dust samples. Three (3) Handyworker staff members are certified Lead Sampling Technicians with CDPH, which permits them to collect lead dust samples. One (1) staff member has obtained the Lead Supervisor certification with CDPH. All the training, exams, and licensing fees must be paid on an annual basis to maintain these licenses.

Handyworker Staff and contractors can continue this work by ensuring that lead-safe work practices are utilized in each project and can expend the remaining grant funds to keep client homes lead-safe.

FISCAL IMPACT

There is no impact to the General Fund through the recommendations in this report. The Handyworker Program contracts will be funded by the Community Development Block Grant (CDBG), a HUD grant. CDBG grant funds for the initial nine-month term were approved and allocated to the Handyworker Program through the 51st Program Year (2025-26) Consolidated Plan (Con Plan). Funding for each of the two (2) subsequent fiscal years will be included in future Con Plans.

Approved By:



TIENA JOHNSON HALL
General Manager
Los Angeles Housing Department

ATTACHMENTS:

Attachment A - HW construction proformas_DRAFT
Attachment B - EMSL_HW lead proforma_DRAFT

CITY OF LOS ANGELES
STANDARD LANGUAGE
COMMUNITY DEVELOPMENT BLOCK GRANT

Agreement No.	C-
Project Title:	Handyworker Program
Contractor:	AG Pacific Construction & Development Corp.
Type of Organization:	A California For-Profit Corporation
Corporate Number:	C2980920
Unique Entity Identification (UEID) Number:	XU19KLEJ9MJ6
CFDA Number:	CDBG 14.218
Federal Award Identification Number (FAIN):	B-25-MC-06-0523
Federal Award Date:	TBA
Research and Development Award:	Yes ☐ No ☒

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ATTACHMENTS

Attachment A Handyworker Neighborhood Service Areas
Attachment B Handyworker Program Eligibility Guidelines
Attachment C HUD Income Inclusions, Exclusions and Asset Consideration

AGREEMENT

THIS AGREEMENT is entered into between the City of Los Angeles ("City"), a municipal corporation, and AG Pacific Construction & Development Corp. ("Contractor"), a California for profit corporation, for the provision of services related to the Handyworker Program with reference to the following:

RECITALS

WHEREAS, the City has entered into a Grant Agreement with the U. S. Department of Housing and Urban Development, ("Grantor" or "HUD"), to address the needs of the City, and the Grantor has awarded Community Development Block Grant ("CDBG") funds to the City for this purpose; and

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

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

WHEREAS, the Handyworker Program that is the subject of this Agreement, has been established by the City as one of the above described programs, and has been funded in the LAHD budget by HUD pursuant to the CDBG Funds; and

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

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

WHEREAS, on April 28, 2025, the City released a Request for Proposals (RFP) to solicit qualified firms to provide assistance to eligible homeowners to correct health and safety hazards by providing free, minor home repairs, accessibility improvements, and installation of safety devices as part of the Handyworker Program (hereinafter, the "Program"), and the Contractor submitted and was awarded a contract pursuant the RFP; and

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number ##-#### approved Month Day, 2025 and Month Day, 2025, respectively), which authorizes the General Manager of LAHD to prepare and execute the Agreement.

[Remainder of page intentionally left blank.]

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

1. INTRODUCTION

§101 TERMS OF AGREEMENT

This Agreement including all exhibits and attachments, including, but not limited to, the Standard Provisions for City Contracts, which is attached hereto as Exhibit "A" and incorporated herein by reference, shall constitute the terms of this Agreement.

§102 NOTICES

The parties to whom formal notices, demands and communications shall be forwarded are as follows:

A. The City, represented by:

Tiena Johnson Hall, General Manager
Los Angeles Housing Department
1910 West Sunset Blvd, 3rd Floor
Los Angeles, CA 90026

With copies to:

Yaneli Ruiz, Director – Housing Development Bureau, Handyworker Program
Los Angeles Housing Department
1910 West Sunset Blvd, 3rd Floor
Los Angeles, CA 90026

B. The Contractor, represented by:

Alex Guillen, President
AG Pacific Construction & Development Corp.
15230 Burbank Blvd., Suite 108
Sherman Oaks, CA 91411
(323) 469-5161
aguillen@agpacific.com

§103 SERVICE OF NOTICES

A. The City's representative as stated above is the party authorized to provide written approvals by City to Contractor in reference to matters addressed in this Agreement.

B. Formal notices, demands, and communications required by this Agreement to be given by either party shall be made in writing and may be delivered personally or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

C. If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of the change in accordance with this section within five (5) days of the change.

§104 CONDITIONS PRECEDENT TO THE EXECUTION OF THIS AGREEMENT

Prior to execution of this Agreement, Contractor shall provide the City with the documents listed below. Contractor shall provide immediate updates to these documents to the City during the Term hereof in the event that the information changes.

A. If the City has approved the advancement of CDBG funds to Contractor, advance payment requests shall comply with 2 CFR § 200.305.

B. An Affirmative Action Plan in accordance with §503, herein.

C. Resolutions of Executorial Authority or other corporate actions of the Contractor's Board of Directors, properly attested or certified, which specify the name(s) of the person(s) authorized to obligate Contractor and execute contractual documents. If the authorized person is someone other than Contractor's Corporate President, then Contractor shall also submit a copy of a signature specimen(s) on a form provided by the City.

D. A current and valid license to do business in the City of Los Angeles. Contractor represents that it has obtained and presently holds the Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, §21.00, *et seq*., of the Los Angeles Municipal Code). For the term of this Agreement, Contractor shall maintain, or obtain as necessary, all Certificates required of it under the Business Tax Ordinance and shall not allow the Certificates to be revoked or suspended.

E. An Internal Revenue Service taxpayer identification number.

F. Insurance Certificates - The requirements and instructions for completing, executing, and submitting evidence of insurance to the City are set forth in the City's Insurance Requirements, attached hereto as Exhibit B and incorporated herein by reference, and more fully described in §502 herein below.

G. A Certification Regarding Notice of Prohibition Against Retaliation attached hereto as Exhibit "C" and incorporated herein by reference. Contractor shall comply with the requirements of the Notice of Prohibition Against Retaliation as it relates to the Living Wage Ordinance in accordance with PSC – 28 of the Standard Provisions for City Contracts.

H. A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, fully executed in accordance with Executive Orders 12549 and 12689, and 29 CFR Parts 97.35 and 98.510, and attached hereto as Exhibit "D" and incorporated herein by reference.

I. A Certification Regarding Lobbying, fully executed in accordance with City Directive 91-3 (July 27, 1990) and attached hereto as Exhibit "E" and incorporated herein by reference. Contractor shall comply with all provisions of 31 USC §1352 *et seq*. and 29 CFR Part 93.

J. A Management Representation Statement fully executed in accordance with City's fiscal policies and attached hereto as Exhibit "F" and incorporated herein by reference.

K. A Contractor Responsibility Ordinance Questionnaire in accordance with PSC – 31 of the Standard Provisions for City Contracts and Los Angeles Administrative Code §10.40 *et seq*.

L. Compliance with, and/or completion of, an Equal Benefits Ordinance Affidavit (in accordance with PSC – 26 of the Standard Provisions for City Contracts and Los Angeles Administrative Code §10.8.3); a Disclosure Ordinance Affidavit setting forth the requirements of the Slavery Disclosure Ordinance (in accordance with PSC – 33 of the Standard Provisions for City Contracts); a First Source Hiring Ordinance Affidavit (in accordance with PSC – 34 of the Standard Provisions for City Contracts and Los Angeles Administrative Code §10.44 *et seq.*); and a Disclosure of Border Wall Contracting Ordinance Affidavit (in accordance with §508 of this Agreement and as set forth in Los Angeles Administrative Code §10.41 *et seq.* and the Los Angeles Administrative Code §10.50, respectively), all of which are available on the City of Los Angeles' Regional Alliance Marketplace for Procurement ("RAMP") at www.rampla.org.

§105 CONTRACTOR'S ADMINISTRATIVE AND PERSONNEL DOCUMENTS

Contractor warrants that it has adopted, shall retain, and make available upon request from the City, the following documents and their amendments, if any:

A. Contractor's Financial and Accounting Procedures, which incorporate Generally Accepted Accounting Principles (GAAP) including, but not limited to, the preparation and submission of invoices, reconciliation of cash on-hand and earnings with City records, reporting and tracking of customer activity and earnings, repayment of unearned funds, preparation for the resolution of audits and inspections, inventory control, reporting and tracking of program income.

B. Contractor's Personnel Policy, which incorporates due process protection and standard personnel procedures, and which the Contractor agrees to abide by in the performance of this Agreement.

C. Agreements with Other Funding Sources: A copy of any agreements between Contractor and other public or private organizations that directly impact the activities funded under this Agreement shall be kept on file at Contractor's offices and be provided to the City upon Agreement execution. Contractor shall also notify City of any default, termination, or finding of disallowed costs under these agreements. Contractor warrants that no other funding source will be billed for services that are provided and paid for by the City under this Agreement.

D. Board of Director's meeting minutes.

§106 CONTRACTOR'S DUTY TO NOTIFY CITY OF CHANGES

A. Contractor agrees to provide the City sixty (60) days advance written notice of any facts that may materially affect the performance of this Agreement or impact the City's decision to continue this Agreement with the Contractor. Among the items to be disclosed are an amendment to its Articles of Incorporation or Bylaws, move to dissolve or transfer any assets derived from funds provided under §301 herein, negotiations leading to the sale, merger or acquisition of Contractor; debarment or contract termination by any other public entity and/or any final audit findings regarding Contractor's administration of any contract with public funds.

B. Contractor shall notify the City within five (5) days of changes affecting this Agreement including actions that would change Contractor's legal status, any action that may materially change the performance of the Scope of Work (i.e., bankruptcy) and/or a change in Contractor's corporate name.

2. TERM, SCOPE OF WORK, BUDGET AND PROJECT ELIGIBILITY

§201 TIME OF PERFORMANCE

A. The term of this Agreement shall be from **January 1, 2026** to **September 30, 2026**, with the option to renew for up to two (2) additional one-year terms, and any additional time as may be necessary to close out activities, provided that said term is subject to the provisions of this Agreement ("Term"). Performance shall not commence until the City has approved all of the required documents described hereinabove, and is in receipt of those and/or other documents as described herein.

B. The City may, at its discretion, agree to extend the Term and/or provide additional funds to Contractor. Funding for contract extensions will be based on the availability to the City of state and/or federal funds and upon the Contractor's successful performance of all terms of this Agreement.

§202 SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY

The Contractor shall provide contractual services, which are supported by the work task schedule identified in Exhibit G – Scope of Work and Exhibit J - Professional Fee Schedule, both of which are attached and incorporated herein. All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to §301.

The detailed Scope of Work is attached hereto as Exhibit "G" and incorporated herein by reference. Contractor shall complete the Scope of Work during the Term, except as otherwise provided herein.

§203 BUDGET

Contractor shall submit to the City for approval prior to the disbursement of any funds hereunder a proposed Budget. The Budget shall be prepared in accordance with the budget guidelines to be provided by the City. The Budget is a detailed listing of items for expenditure and scope of service(s) under the terms herein. The Budget shall be submitted with all backup documentation as required and/or a cost allocation plan, if necessary and appropriate. All requests to modify the Budget must be made in writing and must be approved in writing by the City. The Budget shall also describe all subcontractor services to be used by the Contractor and the payment procedures for subcontractors.

§204 IDENTIFICATION OF PROJECT ELIGIBILITY/NATIONAL OBJECTIVES

A. This program is eligible under 24 CFR 570 *et seq*. as follows (indicate all appropriate letters and sub-numbers, project may be eligible under several criteria):

201 (a-q) ___e___ 204 (a) ___X___

202 (a-c) _____ 205 (a) _____

203 (a-c) _____ 206 (a-h) _____

B. All programs funded with CDBG funds must meet one of three national objectives. This project meets the following national objective (check only one):

1.__X__ Activities benefiting very low and low income persons under 24 CFR 570.208 (a)

a. _____ Area-wide benefit project affecting _____ percent very low and low income persons as indicated in the 2010 census.

b. _____ Limited-Clientele activities: 570.208(a)(2): A __; B __; C __; D __

c. _____ Housing activities

d. _____ Job Creation/Retention activities that are designed to create or retain jobs for at least 51% very low and low income persons.

2._____ Activities which aid in the prevention or elimination of slums or blight, under 24 CFR 570.208 (b).

a. _____ Activity is located in a slum or blighted area, which has been (check one):

_____ designated as a Redevelopment Project Area;

List conditions of slum or blight to be addressed by the project. (Complete only for projects qualifying under 570.208 (b)(1), prevention or elimination of slums or blight.)

b. _____ Activity is located outside a slum or blighted area, but qualifies under spot slum and blight conditions.

c. _____ Activity will address slum or blight in an urban renewal/ redevelopment area.

3._____ Activities designed to meet community development needs having a particular urgency, under 24 CFR 570.208 (c).

C. Contractor, during the Term, shall not perform services, or otherwise engage in any activities, that are not consistent with the national objective and project eligibility. Should the City determine that Contractor has performed services or otherwise engaged in activities not in furtherance of the national objective and/or project eligibility, then the City may disallow payment for such services/activities, terminate this Agreement and/or take any other actions as authorized herein.

3. COMPENSATION

§301 CONTRACTOR COMPENSATION

A. Compensation

1. The City shall pay Contractor an amount not to exceed **Four Hundred Sixty-Eight Thousand Nine Hundred Fifty-Four Dollars and Forty-Two Cents ($468,954.42)**, for the complete and satisfactory performance of the Scope of Work (*See* Exhibit G, which is incorporated herein by reference) and in accordance with the Professional Fee Schedule (*See* Exhibit J, which is incorporated herein by reference). These funds shall be allocated from Community Development Block Grant (CDBG) funds. Contractor's right to receive compensation is conditioned upon approval of the Budget by the City, compliance with the City's indemnification and insurance requirements, satisfactory performance of the Scope of Work, and compliance with the terms and conditions contained herein.

2. In no event shall the final expenditures for the Term exceed the total compensation set forth above except as provided for by an amendment to this Agreement.

3. Contractor's reimbursement for expenses incurred in the performance of the Scope of Work shall be made only upon acceptance by the City of the Contractor's invoice and supporting documentation as described in the Reporting Requirements, Section 601 herein below.

4. Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, orders, or other accounting documents shall be clearly identified and readily accessible. Undocumented expenditures shall not be paid under this Agreement.

5. The City shall pay Contractor for salaries and eligible, allowable, and reasonable expenses as detailed in the approved Budget.

6. Contractor shall be paid either on a cost reimbursement or advance basis. If the Contractor were to receive advance funds, it shall comply with all contract and regulatory requirements for safeguarding advance funds including 2 CFR § 200.305. Request for advance payment basis is subject to City approval. A Contractor on a cost reimbursement basis of payment shall be paid by the City only upon reporting of actual costs incurred.

B. Funding of Agreement

Funding for the Scope of Work and Budget is subject to the continuing availability of funds for this program. This Agreement may be terminated immediately upon written notice to Contractor of a loss or reduction of grant funds.

C. Payment to the Contractor

1. The City makes no commitment to fund this project beyond the initial Term of this Agreement. The City shall review Contractor's performance on a periodic basis. In the event the City determines that Contractor is not meeting its proposed performance measures, the City may unilaterally reduce the compensation set forth above in compliance with the provisions set forth in this Agreement, upon written notice to Contractor and as set forth by a written amendment.

2. Contractor shall be reimbursed for reasonable and allowable expenses incurred. Unless Contractor has been approved to receive advance payments, all payments shall be on reimbursement basis. Contractors who are on an advance payment plan authorized by the City as described in the Budget shall bill the City for all reasonable and allowable costs incurred.

3. Contractors not receiving advance payment plan shall request reimbursements by submitting the cash request, monthly expenditure report and all other documentation, as required by City. Contractor shall be reimbursed after City has received the monthly expenditure report and all other required documents and after City determines that Contractor has incurred and expended funds for reasonable and allowable costs under this Agreement.

4. Reasonable and allowable costs shall be determined pursuant to the Allowable and Unallowable Cost section herein.

D. Stand-In Costs: Contractor shall identify, document, and account for stand-in costs in accordance with the Department's guidelines.

E. Profit: Contractor shall comply with any City Directives regarding profit or return on investment.

F. Indirect Costs: For purposes of allocating indirect costs, contractors may use current negotiated indirect cost rates that have been approved by a cognizant federal agency. Contractor shall submit a copy of the approval letter from the cognizant agency. The Contractor may elect to use the 10 percent de minimis rate, if the Agency does not have an approved indirect cost rate as permitted under 45 CFR § 75.414(f) and 2 CFR § 200.414(f).

G. Applicable Discounts: Contractor warrants that any applicable discounts have been included in the costs billed to the City.

H. Concurrent Enrollment: If the Contractor is serving customers, concurrently utilizing more than one funding stream, the Contractor is responsible for tracking the services delivered and the expenditures reported to ensure that services and expenditures are not duplicated.

I. Overtime Work: Contractor is responsible for the efficient and effective administration of the Federal award through the application of sound management practices. The approved Budget for this Agreement does not include any line item for overtime work. Any overtime expenditures incurred by Contractor shall not be reimbursed through this Agreement.

J. Travel: Travel must be approved in advance by the City and included in the Budget. Contractor shall be compensated for its reasonable travel expenses incurred in the performance of the Scope of Work and in compliance with 2 C.F.R §200.475.

K. Reallocation of Funds: City reserves the right to unilaterally decrease funds allocated to Contractor in the event that the City determines that (i) Contractor has failed to provide adequate services as required in this Agreement, (ii) Contractor, based on its spending pattern as evidenced by invoices submitted, will have unexpended funds at the end of the Term, or (iii) City determines that a reallocation of funds would better meet program objectives. Such reallocation of funds may be by written amendment to this Agreement or unilaterally imposed by the City by written notice to Contractor.

4. METHODS AND PROCEDURES GOVERNING PAYMENT

§401 WITHHELD PAYMENTS

A. Unearned payments under this Agreement may be suspended or not released if funds granted to the City are suspended or terminated.

B. The City has the authority to withhold funds under this Agreement pending a final determination by the City of questioned expenditures or indebtedness to the City arising from past or present agreements between the City and the Contractor. Upon final determination by the City of disallowed expenditures or indebtedness, the City may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld earned funds.

C. In the event of a final determination of disallowed costs or a determination of unearned grant funds by either the City, the State, or Grantor, Contractor agrees that it shall pay to the City in non-federal funds, the amount of the final disallowance within thirty (30) days of receipt of notice from the City that such funds are due.

D. Payments to the Contractor may be unilaterally withheld or reduced by the City if the Contractor fails to comply with the provisions contained herein.

§402 FUNDS EARNED PRIOR TO THE COMMENCEMENT OF THIS AGREEMENT

Contractor shall not earn funds provided hereunder prior to the commencement or after the end of the Term. Contractor shall not earn funds subsequent to suspension or termination of this Agreement.

§403 ALLOWABLE AND UNALLOWABLE COSTS

A. To be eligible for payment, costs or expenditures must be made in compliance with the terms herein, and the provisions of 2 C.F.R Part 200, and set forth below:

1. Be necessary and reasonable for the proper and efficient performance of the Scope of Work and in accordance with the Budget; the City shall have final authority to determine in good faith whether an expenditure is necessary and reasonable.

2. Conform to the limitations within these general conditions and to any governing statutes, regulations and ordinances.

3. Be fully documented and determined in accordance with GAAP.

4. Not be included as a cost or used to meet cost sharing or matching requirements for any other government funding source in either the current or a prior period, except when permitted by the respective government funding sources.

B. The following costs, among others, are specifically disallowed:

1. Bad Debts: Any losses arising from un-collectible accounts and other claims, and related costs.

2. Contingencies: Contributions to a contingency reserve or any similar provisions for unforeseen events.

3. Contributions and donations.

4. Entertainment: Costs of amusements, social activities and incidental costs, such as meals, beverages, lodging and gratuities relating to entertainment, or any political or lobbying activity.

5. Fines and Penalties: Costs resulting from violations of, or failure to comply with federal, State, and local laws and regulations.

6. Interest and Other Financial Costs: Interest or borrowings (however represented), bond discounts, cost of financing and refinancing operations, and legal and professional fees paid in connection therewith.

7. Membership Expenses: Costs of membership in any organization that devotes a substantial part of its activities to influencing legislation.

8. Meeting Attendance: Costs of attending meetings directly related to the performance of this Agreement that are not open for attendance on a non-segregated basis.

9. Non-competitive Subcontracts: Payments under a subcontract not obtained under competitive bidding procedures unless specifically waived in writing by the City.

10. Insurance policies offering protection against debts established by the federal government.

11. Costs prohibited by §200.450 include Lobbying or costs related to any activity designed to influence legislation or appropriations pending before the Congress of the United States.

12. Advancements or reimbursements for expenditures that are determined by the City to be unallowable must be immediately returned to the City.

13. Grant funds may not be used to supplant existing services.

§404 PROGRAM INCOME

A. Program income is defined as income earned through the activities funded hereby and as set forth in 2 CFR 200.80 and 200.307. Program income includes, but is not limited to, grants, fees that duplicate payments, average daily attendance payments earned through program funded activities, and public or nonprofit agency revenues in excess of contract costs.

B. Interest earned on advances received by Contractor is program income. All interest earned must be reported as part of the Contractor's monthly expenditure report and must be returned to the City quarterly by separate check made payable to the City and which identifies that the amount represents interest earned on advanced funds.

C. Any program income must be reported to the City on the expenditure report, and must be returned to the City in accordance with the City's written direction to the Contractor. At the City's discretion, program income may be used to augment the Contractor's program. Use of program income is permitted only by written amendment to this Agreement. Should this use of program income be approved, Contractor shall maintain records in support of all earnings and expenditures relating to the use of those funds in accordance with City record retention and audit requirements. The City shall monitor Contractor's compliance with all program income requirements.

D. Contractor's failure to comply fully with program income requirements including any City Directives or regulations shall result in findings of disallowed costs.

§405 RETURN OF PROGRAM INCOME

Contractor shall, within forty-five (45) days of the end of the Term, transmit to the City any, and all, remaining program income directly generated by funds provided hereby.

§406 RETURN OF UNEXPENDED FUNDS AND CLOSEOUTS

A. Contractor agrees that upon either the completion or termination of this Agreement any unexpended funds, whether advances, interest earned on advances or unearned funds, shall be immediately returned to the City and in no event later than forty-five (45) days after completion or termination.

B. Contractor shall submit a complete and accurate final closeout invoice of costs and reimbursements for services performed hereby to the City within forty-five (45) days following the termination or completion of this Agreement. Failure by Contractor to comply with the 45-day requirement may result in a unilateral close-out by the City based on previous invoices filed with the City, and/or the imposition of sanctions as specified herein. Requests for payment after the 45 days shall not be paid by the City.

§407 VALIDITY OF FINANCIAL DOCUMENTATION SUBMISSIONS

Financial reports submitted to the City shall be accurate and correct in all respects. Should inaccurate reports be submitted to the City, the City may elect to have the Contractor secure the services of a licensed accounting firm. Cost of such accounting services are to be borne by the Contractor and are not to be reimbursed from the funds authorized hereby unless specifically agreed to between Contractor and the City by written amendment.

5. STANDARD PROVISIONS

Any conflict(s) in the provisions/terms contained in this Agreement are to be resolved by applying the more restrictive provision/term(s). The term "Contract" as used in the Standard Provisions for City Contracts, Exhibit A, shall include this Agreement.

§501 AMERICANS WITH DISABILITIES ACT

In implementing this Agreement, Contractor represents and certifies that it will:

A. 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. Not discriminate in the provision of its programs, services or activities 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. Provide reasonable accommodation upon request to ensure equal access to all of its programs, services and activities.

Contractor represents and certifies that any construction for housing performed with funds provided through this Agreement will be done in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40.

Contractor represents and certifies that its buildings, and facilities used to provide services in accordance with this Agreement, 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 the City is relying upon these certifications and representations as a condition to funding this Agreement.

Contractor will require its subcontractors, if any, to include this language in any subcontract.

§502 INSURANCE

A. General Conditions

During the Term and without limiting Contractor's duty of indemnification herein, Contractor shall provide and maintain at its own expense a program of insurance having coverage and limits customarily carried and actually arranged by the Contractor but not less than the amounts and types listed on the Required Insurance and Minimum Limits Sheet (Form Gen. 146) in Exhibit B hereto, covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with instructions set forth on the City of Los Angeles–Instructions and Information On Complying With City Insurance Requirements (Revised 05/18) document, and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interest May Appear, respectively, when such status is appropriate and available depending on the nature of applicable coverage; 2) provide City at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at option of the insurer; and 3) be primary with respect to City's insurance plan. Except when City is a named insured, Contractor's insurance is not expected to respond to claims which may arise from acts or omissions of the City.

§503 NONDISCRIMINATION AND AFFIRMATIVE ACTION

A. The Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, the Contractor shall not discriminate in its employment practices, including compensation, against any employee or applicant for employment, because of such person's race, religion, national origin, ancestry, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, marital status, domestic partner status, pregnancy, childbirth and related medical conditions, citizenship and political affiliation or belief.

B. The Contractor shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of One Thousand Dollars ($1,000), Contractor shall comply with the Equal Employment Practices provisions of Los Angeles Administrative Code Section 10.8.3, in which event said provisions are incorporated herein by this reference. If this Agreement contains a consideration in excess of Twenty-Five Thousand Dollars ($25,000), the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code Section 10.8.4, in which event said provisions are incorporated herein by this reference. The Contractor shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action.

C. Any subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this section.

D. No person shall on the grounds of race, religion, national origin, ancestry, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, marital status, domestic partner status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this program/project. For purposes of this Section, Title 24 Code of Federal Regulations Part 107 and Section 570.601(b) defines specific discriminatory actions that are prohibited and corrective action that shall be taken in a situation as defined therein.

E. Contractor agrees to adhere to the Non-Discrimination/Equal Employment Practices ("ND/EEP") and Affirmative Action ("AA") program provisions during the entire duration of this contract. Contractor acknowledges its responsibility to comply with any and all ND/EEP and AA provisions as set forth in the applicable statutes, ordinances, rules, regulations, and/or laws.

§504 CONFLICT OF INTEREST

A. No City-funded Employees as Board Members

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

B. Code of Conduct

1. The City requires that all contractors/subcontractors adopt a Code of Conduct which at minimum reflects the constraints discussed in LAHD Directive Number FY 12-0001 ("Directive FY12-0001"). A copy of Directive FY12-0001 has been provided to the Contractor by LAHD and Contractor acknowledges receipt of Directive FY12-0001. No agreements and/or amendments will be executed without City approval of this Code of Conduct.

2. Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

C. Conflict of Interest

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

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

   a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;

   b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

   c. The participation of such a person would be prohibited by the California Political Reform Act (California Government Code §87100 *et seq*.) if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

3. Definitions:

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

   b. The term "financial or other interest" includes, but is not limited to:

      1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

      2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five (5) percent or more; ownership of five (5) percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

   c. A "subcontract" is any agreement entered into by a Contractor for the purchase of goods or services with any funds provided by this Agreement.

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

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

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

G. Contractor shall not subcontract with a former director, officer, or employee within a one (1) year period following the termination of the relationship between said person and the Contractor.

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

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

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

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

L. Unless an exemption/waiver to Directive FY12-0001 was requested by Contractor and approved by LAHD in writing prior to the execution of this Agreement, Contractor shall be deemed to have adopted the Code of Conduct set forth within Directive FY12-0001 that meets the foregoing requirements upon execution of this Agreement, and Contractor shall comply with the Code of Conduct throughout the term of this Agreement.

§505 COMPLIANCE WITH STATE AND FEDERAL STATUTES AND REGULATIONS

Contractor warrants and certifies that it shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State, the County and City of Los Angeles. Contractor understands that failure to comply with any of the following assurances may result in suspension, termination or reduction of grant funds, and repayment by Contractor to City of any unlawful expenditures. Contractor further warrants and certifies that it shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

A. Statutes and Regulations Applicable To All Grant Contracts

Contractor shall comply with all applicable requirements of State, federal, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies, and any other requirements governing this Agreement, including, but not limited to laws and regulations pertaining to labor, wages, hours, and other conditions of employment. These requirements include, but are not limited to:

1. OMB Circulars

Contractor shall comply with the provisions of 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

2. Single Audit Act

Contractor shall adhere to the rules and regulations of the Single Audit Act, 31 USC §7501 et seq.; City Council action dated February 4, 1987 (C.F. No. 84-2259-S1); and any administrative regulation or field memos implementing the Act. The provisions of this paragraph survive expiration or termination of this Agreement. Also see §608(C) for additional audit requirements.

3. Political and Sectarian Activity Prohibited

a. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither shall any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

b. Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any disclosure form previously filed by Contractor. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

4. Records Inspection

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

b. Contractor agrees to provide any reports requested by the City regarding performance of the Agreement.

5. Labor

a. Contractor shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.F.R. 900, Subpart F).

b. Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction sub agreements.

c. Contractor shall and shall cause any contractor and/or subcontractor under this Agreement to comply, as applicable, with the provisions of California Labor Code section 1720 *et seq.* and any implementing regulations of the State of California Department of Industrial Relations related to the payment of prevailing wages on public works projects and California Civil Code section 9550 related to payment bonds for public works contracts in excess of $25,000. Contractor shall and shall cause any contractor and/or subcontractor under this Agreement to keep and retain such records as are necessary to determine if such prevailing wages have been paid as required pursuant to Labor Code sections 1770-1780.

d. Contractor shall comply with the Federal Fair Labor Standards Act (29 USC § 201) regarding wages and hours of employment.

e. None of the funds shall be used to promote or deter union/labor organizing activities (California Government Code §16645 *et seq.*).

f. Contractor shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).

g. Contractor shall comply with the provisions of Article 3, Chapter 1, Part 7, Division 2 of the Labor Code of California, the California Child Labor Laws and all other applicable statutes, ordinances, and regulations relative to employment, wages, hours of labor and industrial safety.

6. Civil Rights

Contractor shall comply with all federal statutes relating to nondiscrimination, including, but not limited to:

a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. §2000d, and implementing regulations) which prohibits discrimination on the basis of race, color, or national origin and its implementing regulations and as applied through Executive Order No. 13166, entitled "Improving Access to Services for Persons with Limited English Proficiency" ("LEP"), which requires recipients of federal funds, including Contractor, to take reasonable steps to insure meaningful access to its programs and activities by person with LEP as more fully described in HUD's final guidance contained in Federal Register, Volume 72, No. 13.

b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex.

c. §§503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794, 45 CFR, Part 84), which prohibits discrimination on the basis of handicap.

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age.

e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.

f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

g. §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.

h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 *et seq*.), as amended, relating to non-discrimination in the sale, rental or financing of housing.

i. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made.

j. The requirements of any other nondiscrimination statute(s) which may apply to the application.

k. P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

l. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. §2000e).

m. The Americans with Disabilities Act 42 U.S.C. §12101 et seq. and the Americans with Disabilities Act Amendments Act (ADAAA) Pub.L.110-325 and all subsequent amendments.

n. The Genetic Information Nondiscrimination Act of 2008 (GINA) P.L. 110-233.

7. Relocation Requirements

a. Contractor shall comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

b. Contractor shall comply with §104(d) of the Housing and Community Development Act of 1974 (HCD Act). When applicable, §104(d)(2)(A)(iii) of the HCD Act provides relocation assistance to lower-income

persons who are displaced as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit to a use other than a lower-income dwelling in connection with an assisted project. §104(d)(2)(A)(i) provides that certain lower-income dwelling units that are demolished or converted to a use other than as lower-income housing be replaced "one-for-one."

8. Environmental

   a. Contractor shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 *et seq*.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under § 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 *et seq*.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523) and the California Safe Drinking Water and Toxic Enforcement Act of 1986; (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234); and (j) §508 of the Clean Water Act (38 U.S.C. §1368).

   b. Contractor shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 *et seq*.) related to protecting components or potential components of the national wild and scenic rivers system.

   c. Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4822 *et seq*) that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

   d. Contractor shall comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq*.) that restores and maintains the chemical, physical and biological integrity of the Nation's waters.

   e. Contractor shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

   f. By signing this Agreement, Contractor ensures that it is in compliance with the California Environmental Quality Act, Public Resources Code §21000 *et seq*. and is not impacting the environment negatively.

   g. Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

9. Preservation

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

10. Suspension and Debarment

    Contractor shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Contractor shall submit a certification Regarding Debarment required by EO 12549 and 12689, and any amendment thereto. Contractor shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

11. Drug-Free Workplace

    Contractor shall comply with the federal Drug-Free Workplace Act of 1988, 41 U.S.C. §8102, 28 CFR Part 67, and the California Drug-Free Workplace Act of 1990 (California Government Code §§ 8350-8357).

12. Animal Welfare

    Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 U.S.C. §2131 *et. seq*.)

13. Contractor shall assure, pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161) grant funds will not be used in contravention of the federal buildings performance and reporting requirements of EO No. 13123, Part 3 of Title V of the National Energy Conservation Policy Act (42 U.S.C. §8251 *et seq*.) or Subtitle A of Title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall grant funds be used in contravention of §303 of the Energy Policy Act of 1992 (42 U.S.C. §13212).

14. Contractor shall comply with Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

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

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

16. Contractor shall administer this Agreement in accordance with the provisions of 2 C.F.R. Part 200, which provisions supersede the OMB Circulars.

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

18. Mandatory Disclosures: The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for non-Compliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

B. Statutes and Regulations Applicable to This Grant Agreement:

Contractor shall comply with the following statutes and regulations as applicable:

1. CDBG Program, including, but not limited to 42 U.S.C. §5301 *et seq.*, and 24 CFR Parts 84, 85, and 570.

2. Asbestos and Lead-Based Paint: Laws and regulations pertaining to abatement of asbestos containing materials (ACM) and lead-based paint (LBP) including insuring that all personnel involved in the abatement of removal process of all ACM and LBP will wear the necessary, legally required protective clothing and respiratory gear.

3. Archaeological Sites: If archaeological sites are determined to be located in the vicinity of the program site, a halt work condition is required to allow a state certified archaeologist to assess findings and all work to continue in non-archaeological areas.

4. Federal Acquisition Regulation, 48 CFR, Part 31.

5. City of Los Angeles Ordinance 164244 relating to the 1% fee for public art.

6. Sweat-free Code of Conduct:

All contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment or supplies furnished to the State pursuant to the contract have been laundered or produced in whole or in part by, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that it adheres to the Sweat-free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov and Public Contract Code §6108. Contractor agrees to provide records requested by the Department of Industrial Relations or City to determine compliance with the foregoing requirements.

7. State Nondiscrimination Clause:

   During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this contract by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

   This Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under contract.

8. Traveling Expenses:

   Contractor's administrative-related travel and per diem reimbursement costs shall be reimbursed based on the Contractor's policies and procedures. For programmatic-related travel costs, Contractor's reimbursement rates shall not exceed the amounts established by the State Department of Personnel Administration Rules and Regulations, PML 97-024, Section 599.619, dated July 1, 1997 and Section 599.631, and as amended from time to time.

9. National Labor Relations Board Certification:

   Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (Public Contract Code 10296) (Not applicable to public entities.)

10. Contractors for Legal Services $50,000.00 or more – Pro Bono Requirement:

    Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

11. Expatriate Corporations:

    Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California

12. Domestic Partners: For State funded contracts over $100,000 executed or amended after January 1, 2007, the Contractor certifies that Contractor is in compliance with Public Contract Code section 10295 *et seq*.

C. Statutes and Regulations Applicable to all HUD Funded Agreements:

1. Equal Access to HUD-Assisted or Insured Housing

a. Eligibility for HUD-Assisted or Insured Housing:

A determination of eligibility for housing that is assisted by HUD or subject to a mortgage insured by the Federal Housing Administration (FHA) shall be made in accordance with the eligibility requirements provided for such program by HUD, and such housing shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status. The terms "sexual orientation" and "gender identity" are defined in 24 CFR §5.100.

b. Prohibition of Inquiries on Sexual Orientation or Gender Identity:

No owner or administrator of HUD-assisted or HUD-insured housing, approved lender in an FHA mortgage insurance program, nor any (or any other) recipient or subrecipient of HUD funds may inquire about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing or housing whose financing is insured by HUD, whether renter- or owner-occupied, for the purpose of determining eligibility for the housing or otherwise making housing available.

This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit an individual from voluntarily self-identifying sexual orientation or gender identity. This prohibition on inquiries does not prohibit lawful inquiries of an applicant or occupant's sex where the housing provided or to be provided to the individual is temporary, emergency shelter that involves the sharing of sleeping areas or bathrooms, or inquiries made for the purpose of determining the number of bedrooms to which a household may be entitled. The term "household" is defined in 24 CFR §570.3.

§506 FEDERAL, STATE AND LOCAL TAXES

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

§507 INVENTIONS, PATENTS AND COPYRIGHTS

Contractor shall comply with the requirements regarding Inventions, Patents and Copyrights, which is attached hereto as Exhibit H and incorporated herein by reference.

§508 DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

Contractor shall comply with Los Angeles Administrative Code Section 10.50, 'Disclosure of Border Wall Contracting. The City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in Section 10.50.

§509 CITY'S ADDITIONAL REMEDIES

Contractor acknowledges and agrees that nothing contained in this Agreement is, represents, or is intended to be construed as: a release, compromise, settlement, or waiver by City of any cause of action that City may have against Contractor. City reserves its rights in full, including, but not limited to, the right to bring any claim, cause of action, or request for reimbursement against Contractor in relation to this Agreement and other transactions between City and Contractor.

§510 PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials,

equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

§511 WORK NOT IN SCOPE OF SERVICES

Contractor shall immediately notify LAHD in writing of any work that is requested to be performed that is outside of the original scope of work covered by this Agreement and Section 202 herein. If it is determined that the request is outside of the scope of work, Contractor shall not perform the requested work unless and until (i) the City's designated contract administrator approves the request in writing and authorizes the use of any contingency funds for the work, and (ii) an amendment providing for an adjustment in Contractor's compensation, and the scope of work, is approved and executed by both parties.

§512 PROHIBITION AGAINST DUPLICATION OF BENEFITS

Prohibition against duplication of benefits: Section 312 (42 U.S.C. 5155) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. 5121 *et seq*.) prohibits duplication of benefits for programs that provide financial assistance to people or entities suffering losses as a result of a Federally-declared disaster or emergency. The "duplication of benefits" occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs. Contractor must establish and maintain adequate procedures to prevent any duplication of benefits with concurrent grant funds. The City will issue additional guidance to facilitate compliance with this requirement.

6. GRANT REQUIREMENTS

§601 REPORTING REQUIREMENTS

A. General Reporting: Contractor shall furnish to the City at the times and on the forms and formats, electronically or manually, as the City may require all records, reports, data and information pertaining to matters covered by this Agreement.

B. Program Reporting: Contractor shall submit to the City the following program reports as identified below. Contractor shall submit to the City all required documents in accordance with all City procedures and Directives, which are incorporated herein by reference.

1. Monthly Fiscal Report

   a. Expenditure Report – Due on or before the 15th day of each month, the Contractor shall submit the Expenditure Report to the City, which reflects accrued expenditures as of the previous month on forms provided by the City.

   b. Cash Request – Due on or before the 15th day of the month, a Cash Request shall be submitted on forms provided. Contractors approved for cash advances shall submit a cash request on or before the 5th day of the month but not earlier than the 25th of the preceding month. If approved for cash advance, Contractor shall submit an expenditure report for costs incurred as of the 2 months preceding the month for which the cash is requested.

2. Closeout Report

   a. Costs reported are subject to City verification. Requests to modify the Budget shall be submitted to the City before closeout. Within 45 days following the completion of this Agreement, Contractor shall submit to the City, on forms provided by the City, a complete and accurate closeout invoice, including:

      1) Accruals of allowable expenditures within the contract term and program's budget period;

      2) Remittance for all unearned grant funds as identified in the close-out;

      3) Program General Ledgers of all billed expenditures approved in the Budget;

4) Program Equipment Inventory List.

b. In the event Contractor does not submit a final closeout or other required documentation within the prescribed time frame, the City reserves the right to unilaterally closeout the Agreement and use the invoice then on file at City for determination of Contractor's final allowable expenditures. The City will not reimburse Contractor for expenditures reported after the 45-day closeout date following the termination of this Agreement. The City shall provide to Contractor the City closeout forms at least 30 days before termination of the Agreement.

§602 MAINTENANCE OF RECORDS

A. Record Retention: Records, in their original form, shall be maintained in accordance with requirements prescribed by the Grantor and the City with respect to all matters covered by this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Unaltered copies of eligibility documents are acceptable. These records shall be retained for a period of six (6) years after termination of this Agreement and after final disposition of all pending matters. Pending matters include, but are not limited to, an audit, litigation, or other actions involving records. The City may, at its discretion, take possession of and retain the records. Before destruction of records retained under this Agreement, Contractor shall notify the City and request instructions on disposition of the records. As this Agreement is funded with federal funds, this six (6) year record retention period supersedes the record retention period stated in Section PSC-16 in Exhibit A, which is incorporated herein by reference and made a part of this Agreement.

B. Location of Records: Records (including, but not limited to, customer files and fiscal documents in their original form) pertaining to matters covered by this Agreement shall at all times, be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the City.

§603 CUSTOMER/APPLICANT FILES

Contractor shall complete and maintain on-site in each customer's file the following documents, as prescribed by program requirements: 1) application for all applicants; 2) eligibility documents (see note below); 3) assessment documents; 4) standard worksite training agreement (when applicable); 5) progress reports; 6) counseling documents, 7) job development records; 8) exit documents; 9) post placement follow-up documentation; 10) documentation of follow-up services; 11) employer verification documents; 12) verification documents for training completion; 13) written documentation that customer has received: program orientation, supportive services information, City complaint resolution procedures, contractor customer complaint resolution procedures; 14) documentation of supportive services received; and 15) documentation of credential received as a result of training.

NOTE: The City requires Contractor to verify and certify eligibility and maintain in the customer file, on-site, all eligibility documentation prior to, or as of, the date the applicant is registered in the program.

§604 EQUIPMENT RECORDS

A. Nonexpendable personal property (equipment) acquired with grant funds shall be properly maintained and accounted for as set forth below.

A record shall be maintained for each item of equipment acquired for the program. Equipment is nonexpendable property, which is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs $5,000 or more per unit, or is expected to have a useful life of one year or more. Items costing below $5,000, but falling into the following categories are also considered equipment and records must be maintained for them: (1) electronic communications equipment for stationary or vehicular use, including cellular telephones acquired by lease or purchase, and (2) electronic office equipment as follows – facsimile machines, copiers, electric typewriters, personal computers (monitors and CPU's), terminals, and printers.

The record shall include: (1) description of the item of equipment, including model and serial number, if applicable; (2) date of acquisition; (3) the acquisition cost or assigned value to the program; and (4) source of acquisition.

B. A physical inventory shall be taken by Contractor and reconciled with the record card annually or at other times as the City shall prescribe.

§605 PURCHASE OR LEASE OF EQUIPMENT OR FACILITIES

Prior to the purchase or lease of equipment, Contractor shall receive prior City approval in writing and shall comply with all requirements described in this Agreement.

The term “equipment” as used in this Agreement shall be defined to mean personal property.

A. Lease of Equipment

A copy of each executed equipment lease agreement shall be submitted to the City before payment. Written amendments to equipment lease agreement shall comply with the conditions set forth in this Agreement.

B. Purchase of Equipment

All equipment shall be purchased and used in accordance with 2 CFR Parts 200.313 and 200.439. All property real and personal, purchased under this Agreement with grant funds and of over $5,000 in value shall become the property of the City and shall be returned to the City upon termination of this Agreement, except as provided otherwise by the City in writing. Contractor shall file all Uniform Commercial Code statements for any eligible property purchased with grant funds and deliver a copy of the filing to the City.

C. Lease of Property or Facilities

1. All lease agreements shall incorporate the following provisions:

    a. All leases of property or facilities procured to house a City program under this Agreement must contain a provision that allows the City, at its sole option, to assume the lease for its remaining term, under the same terms and conditions then in effect, in the event that the City terminates its Contractor’s City Agreement or if Contractor abandons the lease.

    b. All leases of property or facilities procured to house a City program under this Agreement must contain a provision, which provides that any improvements made to the facility or property by Contractor, inures to the benefit of the City, and the City may elect, at its sole option, to remove the improvements.

    c. It is recommended that the Contractor, during lease negotiations, request the addition of a section to the lease agreement, whereby the lessor agrees that if lessee’s grant funding for any calendar year decreases by $500,000 or more from the previous calendar year, lessee may terminate the lease with 120 days written notice.

    d. Contractor shall amend any current lease agreements to incorporate the above provisions.

2. A copy of all leases and lease amendments must be reviewed and approved by the City prior to signature and be on file with the City prior to the release of funding.

3. Contractor shall not sublease, assign, or amend in any manner leases paid for with funds under this Agreement without prior written City approval.

4. Contractor shall invoice for only that portion of the lease cost that is allocated to the program funded by this Agreement. The Contractor is responsible for collecting any portion of the rent due to Contractor under sublease agreements with partners or other entities.

§606 ACCOUNTING PRACTICES

A. Contractor shall maintain a system of Internal Control in accordance with standard accounting practices.

1. In accordance with GAAP and City Directives, financial systems shall include:

    a. Information pertaining to sub-grant and contract awards, obligations, un-obligated balances, assets, expenditures, and income;

    b. Effective internal controls to safeguard assets and assure their proper use;

c. A comparison of actual expenditures with budgeted amounts for each subgrant and contract;

d. Source documentation to support accounting records;

e. Proper charging of costs and cost allocation and be sufficient to (i) permit preparation of required reports, and (ii) permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of the funds; and

f. "Internal Control" for purpose of this Agreement, comprises the plan or organization and all of the coordinated methods and measures adopted within an organization to safeguard its assets, check the adequacy and the reliability of its accounting data, promote operating efficiency, and assure adherence to prescribed management policies.

2. Contractor shall submit its system of accounting procedures and Internal Control to the City before the City disburses any funds to the Contractor.

§607 DOCUMENTATION OF EXPENDITURES

A. Documentation of expenditures, including the necessary supporting records, must be made available upon request.

B. Payroll expenditures shall be supported by activity reports that may include but not be limited to case reports, mileage logs, attendance rosters and other documents supporting work related to City contract or program.

C. Contractor shall not release funds to any subcontractor for reimbursement of costs, until it has received adequate documentation from the subcontractor that the expenditures are reasonable and allowable under the sub-agreement. All documentation must remain on file at Contractor's office.

§608 AUDITS AND INSPECTIONS

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

B. Access by the Grantor, City, the State, the DOL, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records (including computer records) of the Contractor which are directly pertinent to charges to the program, shall not be denied in order to conduct audits and examinations, and make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

C. Contractor agrees to provide any reports requested by the City regarding performance of the Agreement. When total expenditures under all federal programs in a fiscal year equal or exceed $750,000, the Contractor shall conduct or have conducted on an annual basis, audits in accordance with the Single Audit Act of 1984, PL 98-502, implementing regulations in the provisions of 2 C.F.R. Part 200, which applicable provision supersedes OMB Circulars A-133 as applicable, (City Council action dated February 4, 1987, C.F. No. 84-2259-S1) and administrative regulations or field memos implementing revisions or updates to the audit requirements. The auditor's reports, prepared in accordance with the aforementioned requirements, and any accompanying management reports on the operation of the Contractor or this Agreement, shall be submitted to the City within nine (9) months after the close of the Contractor's fiscal year.

D. Contractor, should it meet the above threshold, shall annually subcontract with a qualified independent auditor.

E. The audit is to be conducted annually to test the fiscal integrity of financial transactions as well as compliance with the applicable laws and regulations.

F. Contractor, not later than thirty (30) days following receipt of the final audit report and within nine (9) months after the close of Contractor's fiscal year, shall submit a copy of the report to the LAHD Financial Management Division.

G. If the auditor's report or management report identifies deficiencies with internal controls or contract compliance, the Contractor shall prepare and submit a corrective action plan along with the auditor's reports. The plan shall address all deficiencies and provide specific details on corrective actions to be taken along with the date the action was or will be implemented.

H. If the expenditures under all federal programs are less than $750,000, Contractor shall permit the City to conduct a performance review of this Agreement and all related records in accordance with directives received from the City.

I. In the event that Contractor is operating on a for-profit basis, Contractor shall conduct a program-specific annual independent financial and compliance audit in accordance with generally accepted government auditing standards, or an organization-wide audit that includes coverage of the City program within its scope.

J. The City reserves the right to impose any or all of the following sanctions for Contractor's failure to comply with the Single Audit Act and the provisions of this Agreement:

    1. Withhold a percentage of payments, at the City's sole discretion, until the audit is completed satisfactorily and submitted to LAHD, and/or.

    2. Suspend payments due to Contractor until the audit is completed satisfactorily and submitted to the City; and/or Impose the Default, Probation, Suspension and Termination provisions of this Agreement as set forth herein.

K. City, Auditor General of the State, Grantor, Director of the Office of Civil Rights, and the U.S. Comptroller General shall have the authority to audit, examine, and make excerpts or transcripts from records, including contracts, invoices, customer records and other records supporting this Agreement. Audits of earned funds are limited to determining if such funds were earned in accordance with this Agreement.

L. City may require Contractor who has inadequate fiscal or administrative procedures, to use any or all of the City's accounting or administrative procedures used in the planning, controlling, monitoring, and reporting of fiscal matters relating to this Agreement; or secure at Contractor's expense the service of independent experts.

M. City shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler systems, etc., to safeguard property, records and/or equipment used in the performance of this Agreement.

N. Should a fiscal or special audit determine that Contractor has earned funds which are questioned under the criteria set forth herein, the Contractor shall be notified and given the opportunity to justify questioned expenditures prior to the City's final determination of disallowed costs, in accordance with the procedures established under the Grant.

§609 CONFIDENTIALITY OF INFORMATION

A. The Grantor, the City, and Contractor will exchange various kinds of information pursuant to this Agreement. That information will include data, applications, program files and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, and the Department of Alcohol and Drug Programs.

B. The City and Contractor agree that:

    1. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.

2. Each party shall provide written instructions to all of its employees with access to information provided by the other party of the confidential nature of the information and of the penalties for unauthorized use or disclosure found in §1798.55 of the Civil Code, §502 of the Penal Code, §2111 of the Unemployment Insurance Code, §10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.

3. Each party shall (where appropriate) store and process information in an electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by computer, remote terminal, or other means.

4. Each party shall promptly return to the other party confidential information when its use ends or destroy the confidential information utilizing an approved method of destroying confidential information by shredding, burning, or certified, or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.

5. If the City or Contractor enters into an agreement with a third party to provide services, the City or Contractor agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.

6. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and, each party shall notify the other of any changes in that designation. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.

§610 SECURITY CLEARANCE AND TUBERCULOSIS TEST OF STAFF AND VOLUNTEERS

A. Contractor hereby certifies that by signing this Agreement, Contractor and subcontractor staff working with youth, either as employees or volunteers, who have a supervisory or disciplinary authority over minors must be fingerprinted and pass the background check, as required by California Penal Code §11105.3 and California Education Code §45125.1 and §10911.5. Fingerprinting and a background check may be required of other staff and volunteers depending upon how much contact the staff member will have with minors. The Contractor shall be responsible for obtaining security clearances for staff whose duties require a sufficient level of interaction with youth.

B. Contractor hereby certifies that by signing this Agreement, Contractor shall have Tuberculosis (TB) tests completed on any staff member working with the youth.

C. Contractor shall maintain proof of Security Clearance and TB tests of all staff, including those of the subcontractors, and make these records available for future inspection.

§611 RESTRICTION ON DISCLOSURES

Prior to the release of any reports, analyses, studies, information, or data generated as a result of this Agreement, Contractor shall notify the City of the request to release the information. Release of information shall be coordinated by Contractor and the City and shall be in compliance with state and federal law.

§612 MANAGEMENT INFORMATION SYSTEM RECORDS AND REPORTS

A. Contractor shall report to the City numeric data, statistics, facts, news, details and information for its City-funded project(s) using forms and formats such as the electronic Integrated Services Information System prescribed by the City for this purpose.

B. The City shall rely upon and use records and monthly invoices located at the City, and on-site verifications, as needed, to substantiate Contractor's performance and expenditure data, including, but not limited to, enrollment, training services, placement activities, wages, business/job creation, and post-program services status.

C. The City may contact Contractor staff, participants, subcontractors, training institutions or schools to verify the documentation supporting performance and compliance with this Agreement.

§613 INSTALLATION OF FINANCIAL ASSISTANCE SIGN

Contractor shall install, or allow to be installed, for public display upon the program site premises a sign, identifying Contractor as receiving financial assistance from the City and HUD.

§614 PRESS RELEASES--PUBLIC INFORMATION

Contractor shall make specific reference to the City as the sponsoring agency and that Contractor is an Equal Opportunity/Affirmative Action Employer in all communications with the press, television, radio or any other means of communicating with the general community. Contractor shall make specific reference to the City as the sponsoring agency of the program regarding any items that are related to the program funded hereby. Contractor shall also coordinate press releases with the media/public relations project for maximum impact.

§615 NOTICE TO CITY OF LABOR DISPUTES

When Contractor has knowledge that any actual or potential labor dispute involving participants or other employees is delaying or threatens to delay the timely performance of this Agreement Contractor shall immediately give notice thereof, including all pertinent information, with regard to same to City. No funds provided hereby shall be used to promote or deter union organizing.

§616 LISTING OF CONTRACTOR'S EMPLOYMENT OPPORTUNITIES WITH EDD

Contractor shall list all Contractor's job openings with the local Employment Development Department Office when such job openings are funded, in full or in part, through monies provided hereby.

§617 TECHNICAL ASSISTANCE

Should Contractor need technical assistance from the City regarding matters that are the subject of this Agreement, Contractor shall submit a written request to the City identifying the nature of the problem, the action Contractor has taken to resolve the problem, and the type of assistance needed.

§618 PROHIBITION OF LEGAL PROCEEDINGS

Contractor is prohibited from using Grant funds received under this Agreement for the purpose of instituting legal proceeding against the City and/or HUD or their officials, employee or representatives.

§619 ADMINISTRATIVE HEARING FOR DENIAL OF CLIENT BENEFITS BY CONTRACTOR – IF APPLICABLE

A. Contractor has read and agrees to strictly comply with Title 22 of the California Code of Regulations, §100751, as amended, which sets forth elements to be included in client benefit denial appeal procedures and shall advise individuals who have been denied assistance of their 20-day right to appeal to the State for an administrative hearing pursuant to 42 U.S.C. §8624(b) (13), as amended.

B. The client may withdraw request for appeal for administrative hearing at any time during the appeal process by rendering written or oral notice to the State. Where oral notice is given, such notice shall be confirmed in writing by the parties.

§620 FAITH-BASED ACTIVITIES

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the grant-funded program. However, a contractor that participates in a grant-funded program shall comply with the following provisions if it is deemed to be a religious or faith-based organization.

A. Contractor may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this Agreement. If Contractor conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, and participation must be voluntary for the beneficiaries of the grant-funded programs or services.

B. A religious or faith-based contractor will retain its independence from federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct grant funds to support any inherently religious activities, such as worship, religious instruction, or proselytization.

C. A religious or faith-based contractor may use space in their facilities to provide grant funded services, without removing religious art, icons, scriptures, or other religious symbols.

D. A religious or faith-based contractor retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

E. A religious or faith-based contractor shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

F. Grant funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities.

G. Grant funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this section. Where a structure is used for both eligible and inherently religious activities, grant funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to grant funds herein. Sanctuaries, chapels, or other rooms that a grant funded religious congregation uses as its principal place of worship, however, are ineligible for grant funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property dispositions.

§621 CHILD ABUSE

Contractor shall comply with the provisions of the California Child Abuse and Neglect Reporting Act (California Penal Code §11164 *et seq.*), and specifically §§ 11165.7, 11165.9 and 11166 therein.

§622 BUILD AMERICA, BUY AMERICA ACT

Pursuant to §70914 of the Build America, Buy America Act (the Act) incorporation of the Buy America preference as to Iron, Steel, Manufactured Products and Construction Materials must be incorporated in the terms and conditions of each award of federal funding with an infrastructure project. Pursuant to the implementation memo M-22-11 from the Executive Office of the President, Office of Management and Budget dated April 18, 2022, the definition of "infrastructure" per the Infrastructure Investment and Jobs Act (IIJA) which includes the Act, encompasses "public infrastructure projects". Memo M-22-11 further provides "[p]rojects consisting solely of the purchase, construction, or improvement of a private home for personal use, for example, would not constitute an infrastructure project." Because the CDBG funding for the City's Handyworker, Lead Remediation, Lead Technical Services, and Urgent Repair Programs, are used for the improvement (i.e. repair and lead remediation) of private homes for personal use, not open the public, the funds will not be used for "infrastructure" within the meaning of the Act. Therefore, the Buy America preference does not apply to the awards for the aforementioned programs.

7. SUBCONTRACT AND PROCUREMENT PROCEDURES

§701 SUBCONTRACT AND PROCUREMENT PROCEDURES

Contractor shall comply with the federal and City standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include, but not be limited to, purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts. Contractor shall comply with subcontracting/procurement requirements set forth in Exhibit "I", which is attached hereto and incorporated herein by reference, and shall ensure that the terms of this Agreement are incorporated into all subcontractor agreements. Contractor shall submit all subcontractor agreements to the City for review prior to the release of any funds to the subcontractor. Contractor shall withhold funds to any subcontractor that fails to comply with the terms and conditions of this Agreement and their respective subcontractor agreement.

8. REMEDIES

§801 DEFAULTS

Should the Contractor fail for any reason to comply with the contractual obligations of this Agreement, including but not limited to, meet the Performance Standards, start up the program on time, provide services according to plan and/or to benefit customers and the provisions of the Agreement, maintain expenditures at an approved rate in the Budget, resolve performance problems in a timely manner, demonstrate the capabilities to solve identified problems within a specific time, provide necessary fiscal or Management Information Services documents to City in a timely manner, maintain agreed cost per placement or utilize grant funds in accordance with the terms and conditions of the Agreement, the City reserves the right to take any or all of the following actions at its discretion:

A. Notify Contractor of performance deficiencies in accordance with §804 of this Agreement.

B. Withhold the release of funds.

C. Require that no funds be advanced to Contractor until Contractor has provided for the security of funds advanced by a Surety/performance bond. The amount and form of the security, if required, shall be determined by the City as noted on the Insurance Requirement Form and is subject to prior City approval.

D. Modify and/or renegotiate the funding/service level and/or make any changes in the general scope of this Agreement.

E. Require Contractor to secure at its own expense the services of independent experts.

F. Require specific performance progress reports for identified time periods.

G. Reduce compensation within the scope of the City's reallocation policy.

H. Suspend operations in accordance with §803 below of this Agreement.

I. Terminate the Agreement.

§802 NOTICE TO CORRECT PERFORMANCE

A. The City may notify Contractor of its failure to comply with the terms and conditions of this Agreement by giving written notice, effective upon date of such notice, which states the specific performance deficiencies to be corrected.

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

C. Contractor shall thereafter submit monthly progress reports to the City in accordance with the City approved corrective action plan specifying the actions taken and resolution of the performance deficiencies.

§803 SUSPENSION OF THE AGREEMENT

A. The City may, by giving written notice, suspend all or part of the project operations for Contractor's failure to comply with the terms and conditions of this Agreement; and may notify the bank identified on the City form referenced in §104A.3 above that all funds are frozen pending further notice from the City. This Notice of Suspension shall be effective upon the date of the City's written notice.

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

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

§804 TERMINATION OF AGREEMENT

A. At any time during the Term the City may terminate this Agreement, or any part of the Agreement, upon giving Contractor at least 30 days written notice prior to the effective date of the termination, which date shall be

specified in the notice. The City is not required to use other remedies provided herein prior to issuing a 30 day notice to terminate the Agreement. Upon the receipt of such notice, Contractor shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities or as otherwise approved by the City.

B. Contractor shall retain and dispose of all customers' documents and related records required by Contractor under this Agreement, in accordance with City Directives or written instructions. All finished and unfinished documents and materials procured for or produced under this Agreement, including all intellectual property rights thereto, shall become City property upon the date of such termination. Contractor agrees to execute any documents necessary for the City to perfect, memorialize or record the City's ownership of rights provided herein.

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

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

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

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

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

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

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

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

§805 NOTICES OF SUSPENSION OR TERMINATION

In the event that this Agreement is suspended or terminated, Contractor shall immediately notify all employees and customers and shall notify in writing all other parties contracted with under the terms of Agreement within five (5) working days from the City's written notice.

9. MISCELLANEOUS

§901 SURVIVAL OF TERMS AND CONDITIONS

All terms and conditions of this Agreement which impose a duty, obligation or requirement on Contractor that extend beyond the Term hereof shall survive the termination of this Agreement. Such terms and conditions shall include, but not be limited to, §§404 through 407, 505(A)(2), 602, 604 and 608.

§902 RATIFICATION CLAUSE

Due to the need for the Contractor's services to be provided for the benefit of the community, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed prior to

the execution of this Agreement but in accordance with the terms and conditions of this Agreement, such pre-execution services are hereby ratified and accepted.

§903 MERGER

This Agreement supersedes all prior communications and all previous written and oral agreements, and shall constitute the complete and exclusive statement of understanding between City and Contractor relating to the subject matter of this Agreement.

§904 COUNTERPARTS AND 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.

§905 NUMBER OF PAGES AND ATTACHMENTS

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes thirty (30) pages and ten (10) exhibits that constitute the entire understanding and agreement of the parties. Alternatively, this Agreement may be executed with electronic signatures, resulting in an electronic final original, which shall be uploaded to the Regional Alliance Marketplace for Procurement (RAMP) Connect website.

[Remainder of page intentionally left blank.]

[Signatures continue on next page.]

10. SIGNATURE PAGE

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

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By:_____
Assistant/Deputy City Attorney

Date:_____

ATTEST:

PATRICE Y. LATTIMORE, City Clerk

By:_____
Deputy City Clerk

Date:_____

Executed this ____ day of _____, 2025

For: CITY OF LOS ANGELES

TIENA JOHNSON HALL
General Manager
Los Angeles Housing Department

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

By:_____
Luz C. Santiago
Assistant General Manager

Executed this ____ day of _____, 2025

For: AG Pacific Construction & Development Corp., a California for profit corporation

By:_____
Alex Guillen
President

By:_____
Kevin Guillen
Secretary

City Tax Registration Certificate Number: 0002253360-0001-9
Internal Revenue Service ID Number: 20-8545922
UEID Number: XU19KLEJ9MJ6
CFDA Number: CDBG 14.218
Federal Award Identification Numbers: B-25-MC-06-0523
Council File Number: ##-####; Date of Approval: Month ##, 2025
Said Agreement is Number _____ of City Contracts

EXHIBIT A
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 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 B, which is incorporated herein by reference and made a part of this Contract). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Attachment 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 Attachment 1 hereto. Attachment 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 # C-141265. 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 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, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, 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. 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.

ATTACHMENT 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. 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 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.

EXHIBIT B
Form Gen 146 (Rev. 6/12)
Required Insurance and Minimum Limits

Name: AG Pacific Construction & Development Corp. Date: _____

Agreement/Reference: Handyworker Program

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** City of Los Angeles MUST be named additional insured

☒ Products/Completed Operations — $ 1,000,000
☐ Fire Legal Liability
☐ Sexual Misconduct
☐ _____

☒ **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 12 Months After Completion of Work or Date of Termination. — $ _____

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

☐ All Risk Coverage
☐ Flood
☐ Earthquake
☐ Boiler and Machinery
☐ Builder's Risk
☐ _____

$ _____

☐ **Pollution Liability** — $ _____
☐ _____

☐ **Surety Bonds** – Performance and Payment (Labor and Materials) Bonds — 100% of the contract price

☐ **Crime Insurance**

$ _____

Other: **Insurance certificate(s) MUST be submitted on the City's Kwikcomply site: https://kwikcomply.org/ and be resubmitted throughout the entire contract term so all required insurance remains valid and not expired.

EXHIBIT B
INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker.)

NAME:	Darren Lay
CITY AGENCY:	Los Angeles Housing Dept.
ADDRESS:	1910 W. Sunset Blvd, 3rd Flr Los Angeles, CA 90026
EMAIL:	darren.lay@lacity.org

GENERAL INFORMATION

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

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

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

Contractor must provide City a thirty (30) day notice of cancellation (ten (10) days for nonpayment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

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

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at https://kwikcomply.org/.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through KwikComply at https://kwikcomply.org/.

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

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

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

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

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

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

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

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

(Rev. 05/18)

EXHIBIT C
CERTIFICATION REGARDING
NOTICE OF PROHIBITION AGAINST RETALIATION

This certification is required by the regulations implementing Living Wage Ordinance. Contractor shall post a copy of the Notice to Employees Working on City Contracts Re: Living Wage Ordinance and Prohibition Against Retaliation, which is as below, in a prominent place in an area frequented by employees.

An employer subject to the Living Wage Ordinance shall post in a prominent place in an area frequented by employees a copy of the below notice to employees regarding the LWO prohibition against retaliation (also available in English at https://bca.lacity.gov/Uploads/contracting/LWO%202024/LWO%202024%20Adjusted/Notice%20to%20Employees%20of%20Retaliation%20(English)%2005.2024.pdf and in Spanish at https://bca.lacity.gov/Uploads/contracting/LWO%202024/LWO%202024%20Adjusted/Notice%20to%20Employees%20of%20Retaliation%20(Spanish)%2005.2024.pdf). The retaliation notice must be posted by an employer even if the employer has been exempted from the LWO.

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

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

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

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

For more information, or to obtain a complaint form, please contact the Equal Employment Opportunity Enforcement Section at bca.eeoe@lacity.org.

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
BCA.EEOE@LACITY.ORG

Rev. 05/24

AGREEMENT NUMBER: C-_____

AG Pacific Construction & Development Corp.
CONTRACTOR/BORROWER/AGENCY

Alex Guillen, President
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____ _____
SIGNATURE DATE

EXHIBIT D

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

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 24 CFR Part 24 Section 24.510, and 29 CFR Parts 97.35 and 98.510, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AGREEMENT NUMBER C-_____

AG Pacific Construction & Development Corp.
CONTRACTOR/BORROWER/AGENCY

Alex Guillen, President
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____ _____
SIGNATURE DATE

EXHIBIT D (cont.)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12549 and 12689.

5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT E

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

AGREEMENT NUMBER C-_____

AG Pacific Construction & Development Corp.
CONTRACTOR/BORROWER/AGENCY

Alex Guillen, President
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____ _____
SIGNATURE DATE

EXHIBIT F
MANAGEMENT REPRESENTATION

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

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

   True □ False □

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

   True □ False □

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

   True □ False □

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

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

      True □ False □

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

      True □ False □

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

      True □ False □

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

   True □ False □

6. I have no knowledge of and am not in receipt of any communication regarding allegations of fraud, suspected fraud or abuse affecting the Contractor involving management, employees who have significant roles in internal control, or others where fraud/abuse could have a material effect on the financial records or performance of the City Contract.

   True □ False □

7. I have no knowledge of any allegations, written or oral, of misstatements or misapplication of funds in the Contractor's conduct of its financial affairs or in its financial records.

   True □ False □

8. I am not aware of any pending litigation, bankruptcy, judgment, liens and other significant issues that may threaten the financial viability, legal and continuing existence of the Contractor.

   True □ False □

9. The Contractor has satisfactory title to all assets being used in the City's program, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral.

   True □ False □

10. The Contractor has complied with all aspects of contractual agreements, related laws and regulations that could have a material effect on the financial records, the program/s, or on the organization as a whole.

    True □ False □

11. I have properly reported and paid to the appropriate governmental agencies all payroll taxes due on employees' (City program related or otherwise) compensation.

    True □ False □

12. I have responded fully to all the City's inquiries related to the Contractor's financial records and/or reports.

    True □ False □

13. I understand that the City's auditing and monitoring procedures of Contractor are limited to those which the City determines best meet its informational needs and may not necessarily disclose all errors, irregularities, including fraud or defalcation, or illegal acts, that may exist.

    True □ False □

14. I understand that the City audit and monitoring reports are intended solely for use by the Contractor and the other authorized parties, and are not intended for other purposes, unless otherwise required by law.

    True □ False □

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

    True □ False □

Use this space to provide any additional information:

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

AGREEMENT NUMBER C-_____

AG Pacific Construction & Development Corp.
CONTRACTOR/BORROWER/AGENCY

Alex Guillen, President
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____ _____
SIGNATURE DATE

EXHIBIT G
SCOPE OF WORK

1. The Contractor shall provide services pursuant to the Handyworker Program ("Program") as follows:

a. Minor Home Repair Services: Improvements of a professional quality in accordance with the specifications established by LAHD, and in conformance with local building codes and general construction industry standards. Eligible work includes repairs that do not require a City building permit, or limited repairs for which an express permit can be obtained. All minor repairs must be supervised by a licensed General Contractor and up to current building and safety code standards. This includes the installation of safety devices for both homeowners and renters. All work must be environmentally cleared, e.g., lead and historical, and all permit work must be approved or signed off by the Los Angeles Department of Building and Safety (LADBS). The Contractor will service the geographic areas identified in **Attachment A, Neighborhood Service Areas (NSA)**.

b. Installation of Safety Devices which include, but are not limited to:

- Hand-held shower heads
- Shower chairs
- Grab bars
- Toilet seat risers

c. Limited repairs for **homeowners** for which an **express permit (e-permit) is not required**:

- Minor plumbing repairs on leaks of faucets, toilets, water heaters, sinks (same size, type).
- Fixtures may also be replaced (toilet replacement requires a permit).
- Replacement of doors, same size and type.
- Installation of smoke and carbon monoxide detectors (battery operated only).
- Paint wall surfaces that show signs of damage such as peeling or chipping paint.
- Exterior accessibility such as ramps, handrails, and grab bars.
- Exterior repairs to rain gutters, vents, siding, trim, fascia, and stucco.
- Replacement/repair of wood steps (rebuilding of more than 3 steps requires permit).
- Debris removal -- only when related to other repairs or code violations.
- Brush clearing -- only when related to other repairs or code violations.
- Carpet replacement -- only when deemed a safety hazard.

d. Limited Repairs for **homeowners** for which an **express permit (e-permit) must be acquired from LADBS**:

- Replacement of inoperable windows, same size and type.
- Fire rated door installation.
- Replacement/alteration of wall framing around doorway.
- Earthquake gas shut-off valves, same size as existing gas main line.
- Quick releases for window security bars.
- Any repair/alteration of existing electrical system (excludes replacement of fixtures).
- Replacement of toilets.
- Installation of handrails when more than three (3) steps are present.
- Stairs when more than 3 steps will be built.
- Replacement of water heaters.

e. Repair Exclusions or types of work not covered by the Program:

- Major electrical, major plumbing, roofing and foundation issues.
- Landscaping, including tree trimming and/or watering system.
- Abatement of lead-based paint, mold or asbestos hazards.
- Repair or replacement of furniture, appliances such as window coverings.
- Pest control.
- House cleaning.
- Insulation, air conditioning, heating and similar energy conservation improvements.
- Repairs to retaining walls.

- Repair or replacement of heating and cooling systems.
- Repairs or painting of detached garages.
- All aesthetic repairs that do not promote safety or reduce hazards.

See **Exhibit J - Professional Fee Schedule** for detailed listing of typical Program repairs including cost of materials and labor.

2. Screening for Program Eligibility of Households

Handyworker services are available to homeowners and renters who meet the eligibility criteria for income, age or disability, residence, and property ownership. The Contractor shall ensure Clients are eligible to receive services and obtain proper documentation thereof. The Contractor must determine the Client's eligibility following the Handyworker Program **Eligibility Guidelines in Attachment B** and must submit a complete application with all supporting documents to LAHD before a Notice to Proceed (NTP) can be issued.

a. Household Income

Income is defined by State and Federal guidelines as the total annual income of all family members of a household as of the date that federal-funded assistance is provided including additional expected sources of income. See **Attachment C HUD Income Inclusions, Exclusions and Asset Consideration** for a complete explanation of what constitutes income.

To be eligible, the combined annual income of all members of the Client's household must be equal to or less than 80% of the Area Median Income (AMI) in accordance with HUD's annual income limits.

Table 1 shows the HUD income limits for 2025 .

TABLE 1: 2025 HUD Income Limits

Household Size	1	2	3	4	5	6	7	8
Max. Annual Income	$84,850	$ $96,950	$109,050	$121,150	$130,850	$140,550	$150,250	$159,950
The Handyworker Program uses the "low income" limits published by the U.S. Dept. of Housing & Urban Development for its Section 8 program. http://www.huduser.org								

The Handyworker Program uses the income guidelines published by the U. S. Dept. of Housing & Urban Development to set the maximum income to qualify for service, adjusted to household size. Please note these income limits are subject to change and may be replaced annually by any subsequent HUD publication, typically in spring of each calendar year.

b. Household Type: "Older Adult Senior Citizens"

Program Clients must be 62 years or older. In cases where the senior is a renter or does not own the property of residence, services will be limited to installation of safety devices with written approval of the landlord or property owner.

c. Household Type: "People with Permanent Disabilities"

For purposes of this Agreement, disability is defined by State and Federal guidelines as a long-term physical impairment that limits one or more major life activities. Clients will be expected to provide verification of long-term disability (most often with a Social Security award letter), but are not required to provide information on the nature of the disability.

Low-income households in which the resident property owner or renter has a permanent physical or mental impairment that is expected to be of long, continued and indefinite duration; that impedes the person's ability to live independently; and is such that the person's ability to live independently could be improved by more suitable housing are eligible.

Where the resident owner or renter is not a senior or disabled, as defined above, but living with a person with a disability, Program services to the low-income household will be limited to the specific accommodation required by the disabled family member.

d. Property Type

Eligible properties are restricted to single-family and stationary mobile units (i.e., manufactured homes), which must be certified as the homeowner/renter's primary residence. Only interior improvements that would not be covered by a development's Covenants, Conditions and Restrictions (CC&R's) or similar documents can be made on attached units.

Properties are not eligible for Program services if the property: (1) is structurally unsafe, and has any evidence of major plumbing or roof leakage; (2) has major mechanical, electrical or structural code violations; (3) requires major hazardous material abatement; and (4) is listed, advertised or otherwise made available for lease, rent or sale.

Please note, **LAHD reserves the right to prohibit work on non-permitted structures.**

e. Exceptions

Subject to limitations, reserves the right to designate recipients of Program services who differ from the above profile.

f. Cost Limits of Repair Cost

The Contractor shall refer to **Exhibit J- Professional Fee Schedule** when estimating cost of Program repairs. For cost of labor and materials not listed in the Fee Schedule, the Contractor shall either a) submit a quote for approval prior to performance of repair services (with an overhead and profit cost no higher than 20% as listed in the Fee Schedule) or b) provide written receipts for materials purchased after completion of service including cost of labor. The quotations and receipts will be reviewed by LAHD for reasonable and fair cost before payment is approved. At no time shall construction costs exceed industry standards. Acceptable resources are most current official publications of Contractors' Pricing Guides. It is the Contractor's responsibility to ensure that all work is performed in accordance with the Los Angeles City Building Code. Building permits that are required and not listed in the Fee Schedule must be obtained by the Contractor. Failure to obtain required permits will result in non-payment of work performed.

The Program allows a maximum of $5,000 in repair work, per property, due to federal regulations governing work involving lead hazards. For households occupied by renters, a maximum of $1,000 per Client is available for the installation of security and safety devices only. Funding of projects should be in accordance with the contract policies identified in Section §202 of this Agreement and **Exhibit J - Professional Fee Schedule**.

The total cost for minor repairs for **homeowners is (a) $5,000 per unit (b) plus building permits,** and **(c) $1,000 administrative fee**. The total repair cost for the installation of safety and security devices only cannot exceed **(a) $1,000 per unit (b) plus $480 administrative fee for renters**. Payment for work performed will be made by LAHD. Program Clients shall not be billed for any service. The Contractor is prohibited from collecting payment from any Program Client.

3. Client Participation Limits

Demand for Handyworker services far exceeds the available resources and budget. Clients may receive services three (3) times per property over their lifetime. In between each service, there must be a five (5) year waiting period. After the third service, Clients are not eligible for additional services. Please see Tables 2 and 3 below for an illustration of participation limits. These terms apply to both renters and homeowners.

The service limitation may be waived by LAHD to respond to emergencies, code violations or documented changes in medical condition.

TABLE 2: Client Participation Limits-Timeline

Service	Time Frame
First Service	Initial Service Date
Second Service	Five years after first service
Third & Final Service	Five years after second service
1 Emergency Service	Any time in their lifetime

TABLE 3: Client Participation Limits- Example

Service	Time Frame
First Service	September 2023
Second Service	September 2028
Third & Final Service	September 2033
1 Emergency Service	Any time in their lifetime

a. Emergency Services

Emergency work will address an immediate threat to the habitability of the Client to live in their home. All Clients may only receive **one** emergency service in their lifetime. Examples of common emergency services include:

- Repair/replace toilet.
- Repair/replace sink.
- Repair/replace water heater.
- Repair/replace exterior door.
- Repair/replace window.
- Repair/replace flooring, steps or handrail that may be considered a trip or fall hazard.
- Install wheelchair ramps, should someone in the household become disabled.

b. Determining Which Clients Are Prioritized

Clients shall be selected based on the following priorities:

- Clients requiring emergency work.
- Clients on the waitlist.
- All other Clients will be served in the order of their completed application date. First come, first serve.

c. Receipt of Applications, Determination and Verification of Eligibility

The Contractor shall receive applications for Program services in the office, by mail, or at the Client's home. The Contractor must keep a record of all inquiries about the Program and provide reports as necessary.

If a Contractor cannot serve a Client in the current fiscal year, the Client should be put on a waiting list, maintained in SmartSheet and shared with LAHD staff.

The Contractor shall make a determination as to the Client's eligibility under the Program guidelines. The Contractor must verify (a) the number of persons living in the residence; (b) the combined income of all members of the household; (c) homeowner residency, (d) property ownership (owner or renter); and (e) age and/or disability

status. The Contractor shall provide verification documents, including current property tax bill, current utility bill, and valid government-issued photo identification clearly showing date of birth and address. See above - Screening for Program Eligibility of Households and **Attachment B**: **Handyworker Program Eligibility Guidelines** for acceptable documentation.

The Contractor shall maintain records of all denials for Program services with the reasons thereof and make them available for review by duly authorized LAHD and Federal representatives upon request.

4. Determining Service Needs by Initial Inspection

Once Program eligibility has been established, the Contractor shall conduct a home inspection by walking through Clients' homes using the application's Habitability Checklist to identify needed repairs. The Contractor shall determine the type of minor home repair(s) to be provided, the work required and cost of materials necessary to complete services in conformity with this Agreement.

The Contractor shall contact Clients to schedule work as followed:

- Schedule site visits and construction work at least 48 hours or two business days, or sooner in the case of emergency repairs.
- Reschedule site visits and construction work at least 24 hours in advance.

The Contractor shall discuss results of the Habitability Checklist and inspection with the homeowner and must explain planned repair(s). The homeowner must agree to these repair(s) by signing the Planned Repairs form provided by LAHD. **All Habitability Checklist items declined by the Client shall be documented by the Contractor**. Documentation can be made in the notes portion of the checklist, application, or change orders, and must be signed by the Client.

a. Explanation of Habitability Standards

The Habitability Checklist is not intended to record all possible deficiencies but is a guide in determining the extent of repairs that are needed. The Habitability Checklist is a tool for the Contractor and LAHD to ensure that the Program repairs meet minimum health and habitability standards. The Contractor shall assess each Client's home to help identify, prioritize and focus on the following preventive maintenance and repairs to avoid property deterioration and improve safety:

- Operable carbon monoxide detectors in homes that have fuel-burning appliances and/or attached garages, powered from the building wiring or by working batteries, located in areas according to LAHD's building code.
- Operable smoke detectors powered from the building wiring or by working batteries located in areas according to LADBS' building code.
- Home has at least one properly functioning toilet.
- All water faucets in the kitchen and bathroom(s) operate properly.
- All plumbing lines and fittings to walls are secure and working properly.
- Water heater is properly connected, vented and secured for earthquake safety.
- All exterior doors and windows are intact, operable, weatherized and secured.
- All interior flooring, stairs, exterior pathways, steps and porches are hazard-free.
- Security bars on bedroom egress windows have proper foot-operated quick release.
- Homes with steps that have a handrail.
- Porches 30 inches or more in height have a guardrail.
- All existing light switches, light fixtures and receptacles work properly.
- All foundation vents and attic vents are secure and intact.
- Gutters and downspouts are secure, intact and operating at homes in hillside areas.
- Ground fault circuit interrupters (GFCI) protection receptacles are installed where required and are functional.
- Seismic gas shut-off valve is installed where required.
- Door to the attached garage has a self-closer and is fire rated.

b. The Contractor shall refer the homeowner to proper tradespersons to correct the following deficiencies not covered by the Program. The Client must correct these deficiencies prior to obtaining Program services:

- Major roof leaks, deteriorated, curling, and/or the roof has bare spots.
- The home has excessive cracks or other visible signs of foundation defects or potential structural failure.

c. The Contractor will review the following conditions not covered by the Program on a case-by-case basis to determine whether or not the deficiencies will render the home ineligible for the Program:

- Home has apparent or suspected water leaks behind walls or under the house.
- Home has apparent or suspected non-permitted construction.
- Electrical wiring is exposed or unsafe.
- Home has apparent or suspected lead based paint hazard, asbestos or mold.

d. The Contractor shall exercise due diligence in inspecting and assessing the condition of properties.

e. The Contractor shall complete and retain the Habitability Checklist provided by LAHD for all properties. Completion of the form will provide proof the inspection was completed, ensure the habitability issues are addressed, and that the Client understands the Program's capabilities and priorities. If the Habitability Checklist is incomplete, determined by LAHD to be inaccurate, and/or reflects that mandatory habitability items have not been installed or repaired, the associated project costs will not be reimbursed, and the invoices will be returned to the Contractor for appropriate action.

5. Estimating Cost of Program Repairs

The Contractor shall refer to **Exhibit J- Professional Fee Schedule** when estimating cost of Program repairs. For cost of labor and materials not listed in the Fee Schedule, the Contractor shall either a) submit a quote for approval prior to performance of repair services (with an overhead and profit cost no higher than 20% as listed in the Fee Schedule) or b) provide written receipts for materials purchased after completion of service including cost of labor. The quotations and receipts will be reviewed by LAHD for reasonable and fair cost before payment is approved. At no time shall construction costs exceed industry standards. Acceptable resources are most current official publications of Contractors' Pricing Guides.

It is the Contractor's responsibility to ensure that all work is performed in accordance with the Los Angeles City Building Code. Building permits that are required must be obtained by the Contractor. Failure to obtain required permits will result in non-payment of work performed.

6. Application Package for Minor Repairs and Notice to Proceed

The Contractor shall submit a project application to LAHD for approval prior to starting minor repair work on a Client's property. LAHD approval shall be in the form of a Notice to Proceed (NTP) containing instructions to complete construction within a specified period. In response, the Contractor shall send the signed NTP with anticipated start and completion dates of construction. Applications with insufficient information or documentation will not be approved for construction and will be labeled "on hold" until corrected.

The Application Package must be submitted as a PDF and include the following items:

a. Application Checklist signed by Contractor.

b. Eligibility section with signed Eligibility form and the following supporting documents:

- Valid photo ID (required for both owners and renters).
- Proof of income & assets (required for both owners and renters. Documents must be not older than 6 months).
- Current property tax statement (if homeowner).
- Property Owner Authorization form (for renters).
- Utility bill for both owners and renters. Bill must not be older than 6 months.

c. Technical section:

- Habitability Checklist signed by Client.
- Planned Repairs signed by Client.
- Clear and color photos of proposed repairs that must clearly demonstrate the need for repairs. If an item does not have a photo, the application will be put on hold.
- Copy of Client signed receipt for required Environmental Protection Agency lead education pamphlet.

- Copy of Client signed receipt for Handyworker Program Agreement.

d. Environmental Section with the following items:

- HUD Rehabilitation Environmental Review Appendix A form.
- City Planning Department ZIMAS report.
- Planned Repairs form.
- Property photos including deficiencies and areas where work is proposed.

If the application does not require additional environmental review, LAHD will usually respond to the Contractor within fifteen (15) business days. In cases where the application requires additional environmental review, the turnaround time varies on a case-by-case basis.

Based upon revisions to City or Federal requirements, the forms noted above are subject to change. LAHD reserves the right to conduct its own assessment of a property prior to approval of the proposed repairs.

7. Change Orders

The Contractor shall submit a Change Order to amend the original Planned Repairs for LAHD approval along with photos that justify the requested changes. Change Orders should not significantly alter the scope of work or final cost of repair unless directed by LAHD. LAHD may conduct a site visit prior to approval. **Failure to receive prior written approval from LAHD regarding changes to the already-approved planned repairs may result in non-payment of work performed.** Change Orders shall be based on prices established in the Fee Schedule.

8. Lead-Based Paint Hazards and Lead Clearance

The Program assumes that all pre-1978 housing has lead-based paint hazards unless proven otherwise. The Contractor is required to follow the Lead Safe Housing Rule (24 CFR Part 35)--the HUD regulation on controlling lead-based paint hazards in housing receiving federal assistance. Additionally, the Contractor must use lead safe work practices in accordance with the federal Occupational Safety and Health Administration (OSHA) and provide active U.S. Environmental Protection Agency (EPA) Lead Renovation, Repair and Painting (RRP) training certificates for site workers (see http://www2.epa.gov/lead/renovation-repair-and-painting-program). Visit https://www.hud.gov/programoffices/healthyhomes/lbp/hudguidelines or call the National Lead Information Center at (800) 424-5323 for further details.

a. LAHD has determined that no pre-testing of painted surfaces will be required. However, the Contractor is required to perform a proper assessment of a potential hazard, determine if the required work can be done within the scope of the Program and ensure proper procedures are followed during the performance of the work. This is to ensure that the Contractor does not create a hazardous condition by disturbing existing lead based paint in the home. In undertaking any repairs involving possible lead-based paint, the Contractor must adhere to all applicable Federal, State, and local regulations regarding worker and occupant safety.

b. All households occupying homes built before 1978 must receive a written notice of the hazards associated with lead-based paint in the form of the EPA brochures, Protect Your Family from Lead in Your Home and Renovate Right.

c. In accordance with Title 17, a responsible member of each Contractor's staff must be EPA-certified for Renovation, Repair and Painting (RRP). At least one person from C other construction personnel must have the RRP construction worker certification.

d. All homes built before 1978 that disturb in aggregate, more than two (2) square feet of any one interior room or space, twenty (20) square feet on exterior surfaces, or ten percent (10%) of the surface area on the interior or exterior type of component with a small surface area, must pass a lead clearance test. **Within five (5) business days of project completion or failure correction, the Contractor shall request a lead clearance from the LAHD Handyworker Program via Smartsheet.** In response, LAHD will schedule a quality control and visual inspection/lead dust wipe clearance sampling of the property to be conducted by either LAHD staff with appropriate CDPH certification or a certified independent third party lead-testing agency selected by LAHD.

e. If the property fails the lead clearance sampling test, LAHD shall provide the Contractor with a copy of the laboratory results confirming the presence of lead in excess of the allowed amounts. The Contractor must correct

the failure by re-cleaning the contaminated area. Payment may be withheld until the site passes the lead clearance test in compliance with State and Federal law.

f. The Contractor is responsible for all costs incurred to correct the failures. After the failures are corrected, the Contractor must submit a request for a lead clearance via Smartsheet. In response, LAHD staff will schedule another visual inspection/lead clearance of the property. The Contractor is responsible for reimbursing LAHD for all costs associated with performing the additional visual inspection and lead test. **The cost for each subsequent test will be two hundred dollars and no cents ($200)**. This amount will be deducted from the total cost for the subject home as per the invoice submitted by the Contractor.

9. Paint Specifications

The Contractors shall not paint the property unless the condition presents a health and safety issue. Please see also the section above on Lead-Based Paint Hazards and Lead Clearance. Visual inspection failures include, but are not limited to, the following: chipping, peeling, bubbling, alligatoring, and cracking paint, painting over inoperable or damaged areas of the home without repairing, painting windows shut, and applying non-matching or inappropriate types of paint. LAHD will review exceptions to this rule on a case-by-case basis.

Because the Program's emphasis is on safety and habitability issues, if the Contractor submits invoices that contain 40% or more painting projects (cosmetic repairs), those invoices shall be subject to additional review by LAHD including, but not limited to, project site visits prior to construction to ensure that habitability and priority repairs have been addressed.

a. The Contractor must first address all health and habitability related items for each project. If the budget permits, cosmetic items such as painting may be considered.

b. The Contractor shall inspect all surfaces and trim requiring painting to determine reasonable and visible evidence that the finish will satisfactorily adhere to the surface.

c. The Contractor shall repair or replace damaged underlying materials prior to painting.

d. The Contractor must properly prepare the substrate for paint application.

e. The Contractor shall select the appropriate coating system for the surface being coated, i.e., concrete, stucco, wood, metal (includes rust preventative), plaster, drywall, etc.

f. The Contractor shall guarantee that all work provided conforms to specifications, and that it is free from defects in quality and workmanship.

g. The Contractor shall comply with State of California Occupational Safety and Health Administration (CAL/OSHA) Lead Safe Work Practices; California's Lead Hazard Reduction Enforcement Senate Bill 460; Title 17, California Code of Regulations, Division 1, Chapter 8, accreditation, certification, and work practices for lead-based paint and lead hazards; HUD technical guidelines for the evaluation and control of lead based paint hazards in housing; Agreement Section 416 Compliance with State and Federal Statutes and Regulations; and all applicable health and safety, and labor codes.

h. Interior Painting

- See the Local, State and Federal Laws cited in this Agreement regarding Lead Based Paint (LBP) requirements.
- Prepare all surfaces to be painted based on the specific surface and location. Wet scrape and wet sand loose, peeling and flaking paint. Open up visible cracks and holes, and repair substrate with appropriate material. Repair all divots, depressions and minor damaged surfaces. Caulk all joints between walls, ceiling and trim. Wipe clean and properly dispose of any loose dust or particles. All interior paint must contain low volatile organic compounds (VOC). See the Local, State and Federal laws cited in this Agreement regarding Lead Based Paint (LBP) requirements.
- Protect and cover all surfaces, components and apparatus not to be painted. Remove electrical cover plates, lower light fixtures and other components not part of the surfaces to be painted. Wash all surfaces and trim to be painted with a lead-specific cleaner. Surface must be free of dirt and grime.
- Prime all surfaces to be painted, seal bare wood such as on wood cabinets, and apply rust preventative to all metal.

- Paint the entire interior: walls, ceiling and trim, behind plumbing and electrical fixtures, under sinks and lavatories, and closets. For example, remove outlet covers to paint the whole wall.
- Apply two coats of paint for full and uniform coverage. Unless the owner requests a different color, the paint must match.
- Use premium quality brands of sealers, primer, caulking, and paint.

i. Exterior Painting

- See the Local, State and Federal Laws cited in this Agreement regarding Lead Based Paint (LBP) requirements. Protect ground coverings, shrub and adjacent surfaces, components and fixtures not to be painted.
- Prepare all surfaces to be coated. Wash and clean all surfaces and trim with a lead-specific detergent. Surface must be free of dirt and grime. Workers must wet scrape and wet sand all loose, peeling, and flaking paint. Repair all imperfections, and minor wall, trim, eave, fascia, door and window trim damage using appropriate substrate material. Caulk all joints at walls and trim and all permanent attachments. Wipe clean any loose dust or particles.
- Prime all surfaces to be painted, seal bare wood, and apply rust preventative to all metal.
- Apply two coats of paint for full and uniform coverage. Unless the owner requests a different color, the paint must match.
- Use premium quality sealers, primer, caulking, and 100% acrylic latex or appropriate type of paint for the substrate.

10. Coordinating Subcontractor Work

Should the Contractor subcontract out all or portions of the work on a home, the Contractor's assigned supervisor must provide adequate supervision of Subcontractor personnel at all times. The Contractor must be in compliance with all City ordinances that govern Subcontractors. The Contractor must provide LAHD with a copy of its contract with the Subcontractor(s).

11. Invoice Package

The Contractor shall submit an Invoice Package to LAHD at the end of each month or bi-weekly, as volume requires. **The Invoice Package shall be submitted within ten (10) business days after the last day of each month.** The Invoice package shall consist of the following:

a. Invoice Package summary/cover sheet

- The Contractor's official letterhead showing address.
- Date and invoice number.
- Production period (e.g. Period of January 21, 2023 to February 5, 2023).
- Projects organized by Neighborhood Service Area (e.g. North Valley area, South Los Angeles area).
- Identify each project for which charges were incurred, including: Client name, street address, phone number and total cost of repairs (including administrative fee and permits).
- Grand total for the invoice.
- Signature from Contractor's authorized signatory.

b. Work Completion Certification.

- Signed and dated by the Client.
- Signed and dated by Contractor.
- **Signed and dated by Contractor's licensed personnel.**
- Contains job start date and job completion date.

c. Work Write-up for each Invoice

- Signed and dated by Contractor.
- Contains the following fees: administrative, repair rate (from Fee Schedule), permits, and Change Order(s).
- Itemize all labor hours for each task and specify the hourly rate associated with each activity in a task.
- Provide a copy of the Work Write-Up to the Client to keep for their records.

d. Properly labeled photos that clearly depict the completed work and date photo was taken.

e. Building Permits (if applicable), including documentation that the permits were finaled.

f. Copies of Change Orders (if applicable).

g. Signed copy of Notice to Proceed (with both LAHD staff and Contractor signatures).

12. Work Verification

Prior to payment of Contractor invoices, LAHD staff shall conduct site visits of completed project(s). Some repairs may only require a phone call to Clients to verify if services performed were satisfactorily completed in accordance with the approved Planned Repairs. If work completed does not meet the standards of the Program, the Contractor will receive a Correction Form that lists the project deficiencies that need correction prior to payment. Once the corrections have been completed, LAHD staff will inspect the work and approve. LAHD will track the number of repairs that required corrections- this information will be retained and reflected in their annual performance review.

13. Dispute Resolution

The Contractor will respond to all Client complaints and concerns in a timely and professional manner and make every effort to resolve issues to Client's satisfaction in accordance with program policies and procedures. Any disputes that cannot be resolved will be referred to LAHD staff for further review and mediation.

14. Required Approvals for Quality Control

The Contractor shall ensure that all work follows specifications listed in Exhibit J of this contract. All work must be of acceptable craftsmanship and utilize quality materials. The individual holding a State of California General Building Contractor (B) License or a qualified Authorized Agent will oversee all projects. Contractor or a qualified Authorized Agent will conduct a final home inspection to ensure that all work listed in the final Work Write-Up form has been completed in a satisfactory manner then sign off on all repair work.

15. Referrals to Other Services

The Contractor will refer Clients to other relevant service providers as other needs are identified, such as LAHD's Lead Hazard Remediation Program (https://housing.lacity.org/residents/lead-hazard-remediation-program); weatherization and energy efficiency programs administered by the State of California, Los Angeles Department of Water and Power, the Gas Company; tenant questions and complaints [866-557-RENT (7368)]; home loans (Neighborhood Housing Services of LA County, (888)-895-2647); and the Los Angeles Department of Aging's Multipurpose Senior Centers. By providing these referrals, LAHD desires to better serve the public and to achieve the most efficient use of limited resources. For further resources visit the Information and Referral Resource Form (https://docs.google.com/spreadsheets/d/1T0hS5XQtqZW301-C9yn3NY4GTvHD6-eQ/edit#gid=251044180). Keep in mind that information may change and LAHD staff will update contact information as possible.

16. Contractor Performance Expectations

The Contractor core functionality can be described as three areas: 1. Administrative: Outreach and enrollment of new Clients (submitting completed applications), 2. Assessment and repair planning and 3. Construction completion. The following includes performance metrics that measure Contractors productivity and will be documented in their annual evaluation:

a. **Approved projects must begin within 20 business days of the Notice to Proceed issue date**.

b. **Complete all planned repairs within 15 business days from the start of construction.**

c. **Invoices must be submitted monthly or bi-weekly and include all billable work completed during the performance period.**

d. **Invoices shall be submitted no more than 10 days after the end of the month**. See the section above for more information regarding the Invoice Package.

e. The Contractor must notify LAHD staff via email or Smartsheet of any foreseeable delays in start or completion dates due to shipping lead times, scheduling **or any other issues within five business days.** Notifications **shall include the amended projected completion date.**

17. Contractor Performance Goals

The following graphs outline the unit and spending goals for each service area during this contract.

Contractor						
	FY ##-##		FY ##-##		FY ##-##	
NSA	Unit Goal	Spending Goal	Unit Goal	Spending Goal	Unit Goal	Spending Goal
TOTALS						

18. Recordkeeping and Reporting

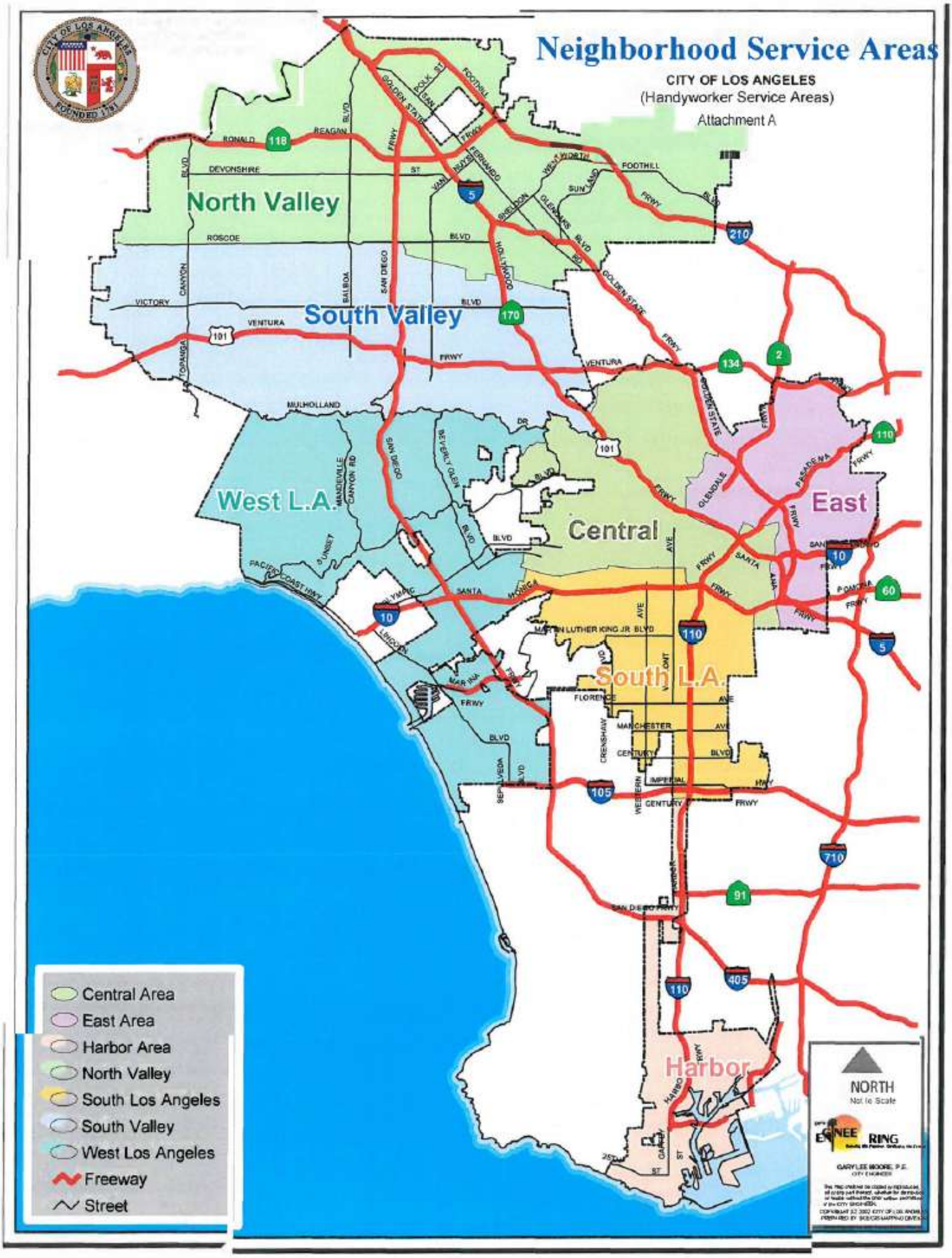
The Contractor must routinely maintain and submit to LAHD the following items:

a. Complete application packages
b. Invoices.
c. Client waitlists on Smartsheet

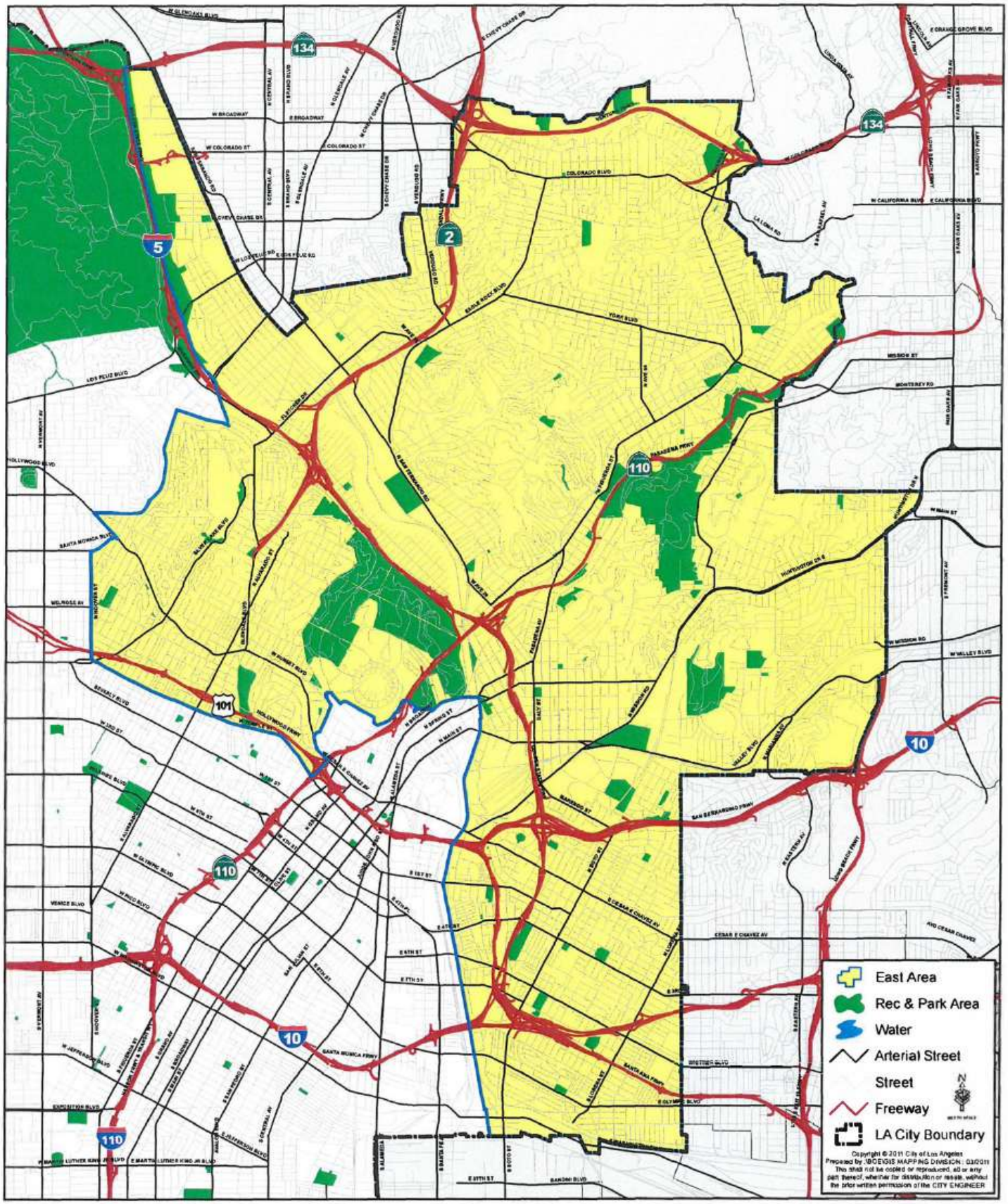
ATTACHMENT A
HANDYWORKER NEIGHBORHOOD SERVICE AREAS

(attached)

***(See enclosed PDF maps)**



Attachment A



EAST AREA

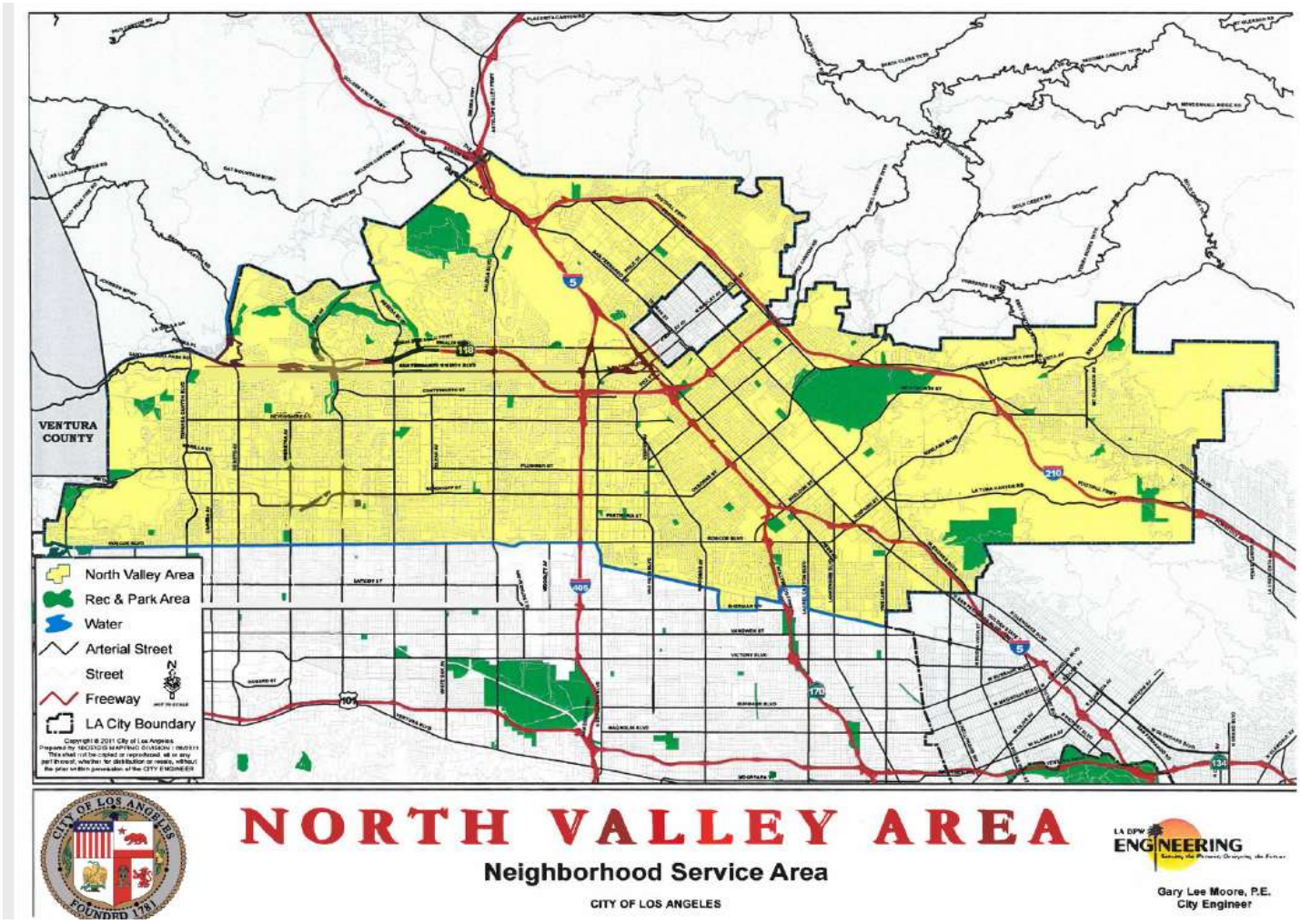
Neighborhood Service Area

CITY OF LOS ANGELES

LA DPW ENGINEERING

Gary Lee Moore, P.E.
City Engineer

Attachment A



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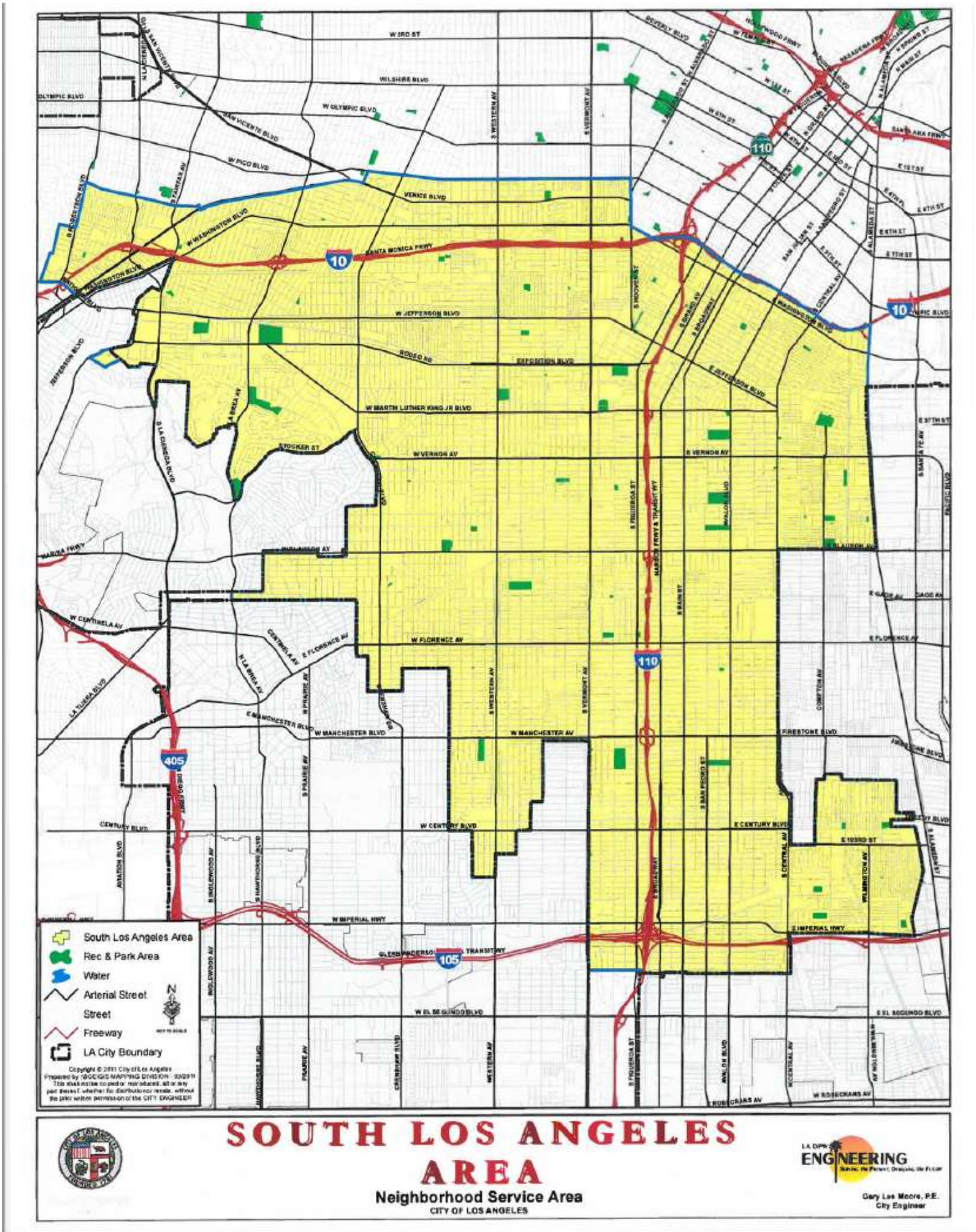

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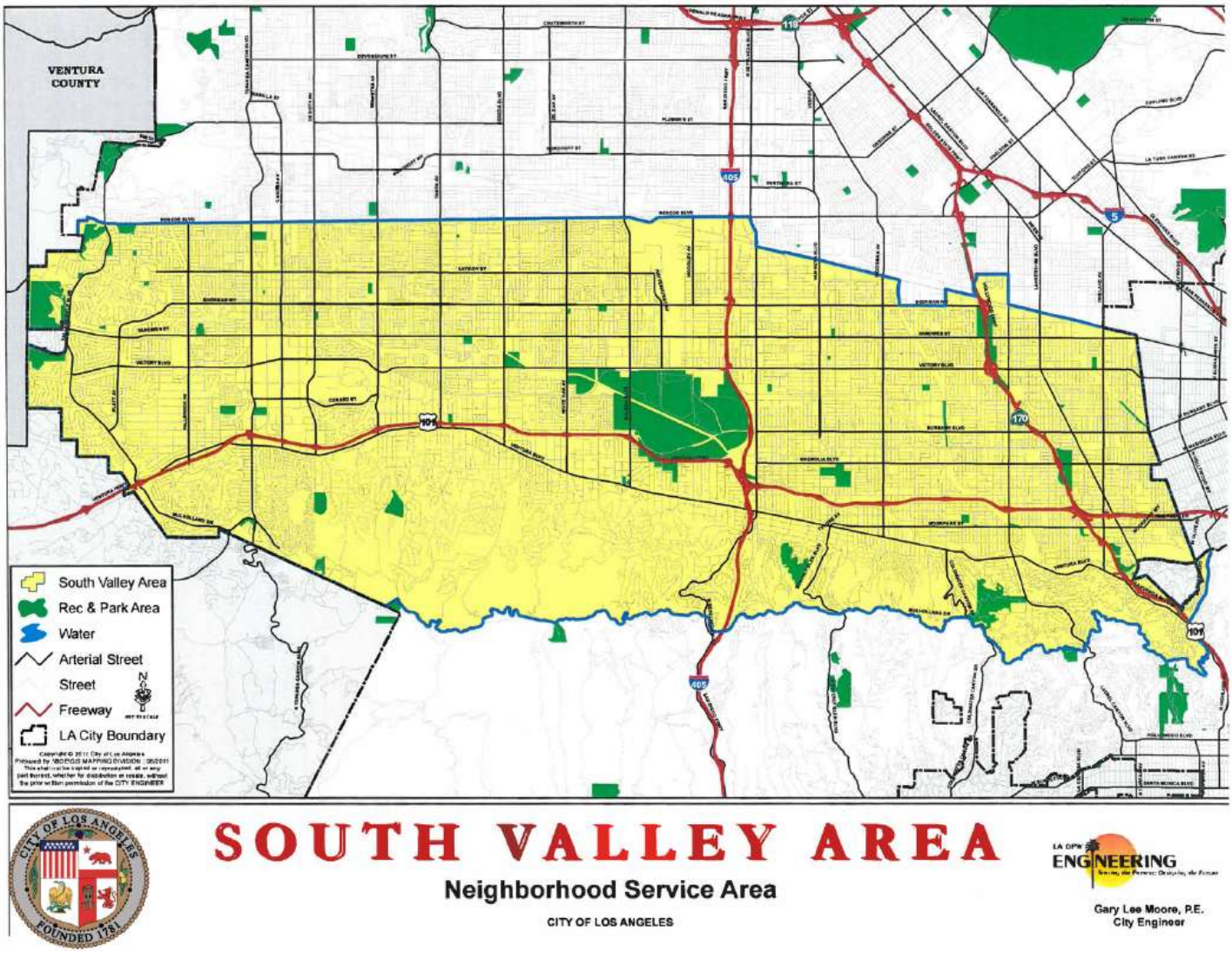


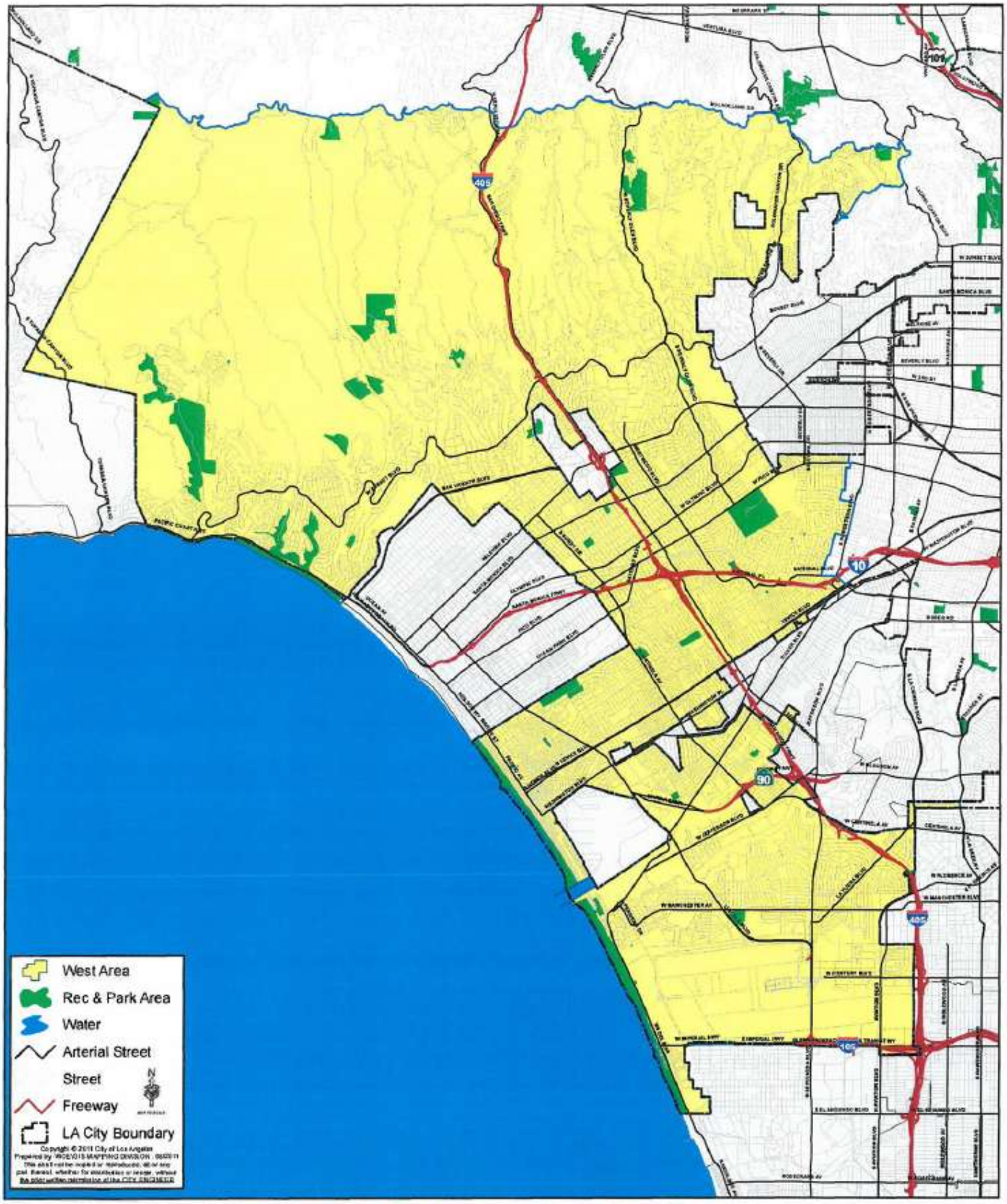
SOUTH VALLEY AREA

Neighborhood Service Area

CITY OF LOS ANGELES

LA DPW ENGINEERING

Gary Lee Moore, P.E.
City Engineer



WEST AREA

Neighborhood Service Area

CITY OF LOS ANGELES

ENGINEERING

Gary Lee Moore, P.E.
City Engineer

Attachment B

ATTACHMENT B
HANDYWORKER PROGRAM ELIGIBILITY GUIDELINES

(attached)

Attachment B
HANDYWORKER PROGRAM ELIGIBILITY GUIDELINES

I. HOUSEHOLD TYPE AND INCOME

1. Age

   Senior applicant must be at least 62 years old. Acceptable documentation is government issued ID with photo and date of birth. Other proof of age may be considered.

2. Disability

   Disabled applicant is younger than 62 years old or is a disabled family member of the homeowner. Disability must be "long, continued and/or indefinite." Acceptable documentation is Social Security Administration's Supplemental Security Income award letter. Other proof of disability may be considered.

3. Income

   Eligible income is the combined income of all individuals occupying the applicant's household and shall not exceed HUD's maximum income guidelines for households.

   All types of income include but are not limited to the following (acceptable documentation should be dated within the last 12 months unless specified and must be verifiable):

   - Social Security Administration's Supplemental Security Income : Recent award letter, recent check stub, or recent bank statement (if direct-deposited)
   - Pension/Retirement/Annuity: Recent award letter, recent check stub, or recent bank statement (if direct-deposited)
   - Wages/salary: Two most recent check stubs
   - Rental Income: Two most recent receipts to tenant or lease agreement
   - Unemployment/Severance Pay: Recent award letter, recent check stub, or recent bank statement (if direct-deposited)
   - Disability/Worker's Compensation: Recent award letter, recent check stub, or recent bank statement (if direct-deposited)
   - Interest/Dividends: Recent statement
   - Alimony/Child Support: Recent award letter, recent check stub, or recent bank statement (if direct-deposited)
   - No Income: a certification/affidavit attesting to a lack of income; If, under 21, school identification along with signed affidavit attesting lack of income is acceptable
   - Bank Statements: Complete bank statements for two recent consecutive months verifying no additional income are required for all applications.

4. Ownership
   - Property Tax Bill under the applicant's name MUST be current and paid (not past due)
   - Mobile homes must have a current California registration
   - If the name on the property tax bill is different from the applicant, the following documentation will be accepted:
     - Death Certificate, Trust Agreement, Court Decree, Recorded Deed, or other legal documentation
   - If the name on identification is different from the property tax bill, the following documentation will be accepted:
     - Divorce Decree, Marriage Certificate, or other legal documentation (e.g. affidavit)
   - If any owners on the property tax bill are not listed on the application, the following documentation will be accepted:
     - Death Certificate, current utility bill or current government-issued identification showing a current, different address

5. Residency
   - Recent utility bill within the last six (6) months bearing the applicant's name and current address
   - Addresses on the applicant's ID, income, ownership, property information and utility bill must match

II. PROPERTY INFORMATION

- Applicant's property must be located in the City of Los Angeles
- Eligibility is limited to single-family or two-unit homes (Note: work is further **limited to the unit where the owner lives**), mobile homes and condominiums
- Must not be for sale or rent, **must be owner's primary residence**
- Must be free from open code enforcement actions (except those to be addressed by the Handyworker Program)

III. SERVICE FREQUENCY

- Previous service for minor repairs and improvements must have taken place at least five years prior to date of the current application; one year for installation of safety and security devices
- Homeowners serviced three (3) times or more are not eligible for additional Handyworker services
- Eligible painting cannot occur more than once every ten years

IV. SERVICE PRIORITY

The above service limitations may be waived if the following conditions exist (RFP Specifications section B.5.d):

- Changes in medical condition that require accessibility improvements
- Immediate threat to the health and safety of the homeowner
- Code violations
- New or first-time applicants who have no prior record of Handyworker service

V. SCOPE OF WORK

All planned repair, except installation of safety devices, and change orders must be pre-approved by LAHD before start of work.

- Maximum $5,000 for repair cost (correct measurements and rates)
- Minimum Habitability Standards for minor repairs must be met and given priority (RFP Specifications section B.5.d.)
- Major and potential structural failure (e.g. deteriorating roof, excessive cracks, foundation problems, etc.) are disallowed
- Other limitations: water leaks, unpermitted construction, exposed or unsafe electrical wiring, lead based paint hazard, asbestos or mold, exterior work on condominiums/townhomes/co-op units
- Non-owner occupied units of any type can only qualify for installation of safety and security devices with the homeowner's signed approval statement

ATTACHMENT C
HUD INCOME INCLUSIONS EXCLUSIONS AND ASSET CONSIDERATION

(attached)

Attachment C
HUD INCOME INCLUSIONS, EXCLUSIONS AND ASSET CONSIDERATION

(Source: HUD Occupancy Handbook Exhibit 5-2 4350.3 REV-1)

NOTE: There is no asset limitation for participation in HUD assisted-housing programs. However, the definition of annual income includes net income from family assets.

A. Net Family Assets include the following:

1. Cash held in savings and checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average balance for the last six months. Assets held in foreign countries are considered assets.
2. Revocable trusts. Include the cash value of any revocable trust available to the family. See discussion of trusts in paragraph 5=7 G.1.
3. Equity in rental property or other capital investments. Include the current fair market value less (a) any unpaid balance on any loans secured by the property and (b) reasonable costs that would be incurred in selling the asset (e.g., penalties, broker fees, etc.).
4. Stocks, bonds, Treasury bills, certificates of deposits, mutual funds, and money market accounts. Interest or dividends earned are counted as income from assets even when the earnings are reinvested. The value of stocks and other assets vary from one day to another. The value of the asset may go up or down the day before or after rent is calculated and multiple times during the year thereafter. The owner may assess the value of these assets at any time after the authorization for the release of information has been received. The tenant may request an interim recertification at any time thereafter that a decrease in stock value may result in a decrease in rent.
5. Individual retirement, 401K, and Keogh accounts. These are included when the holder has access to the funds, even though a penalty may be assessed. If the individual is making occasional withdraw3als from the account, determine the amount of the asset by using the average balance for the previous six months. (Do not count withdrawals as income.)

Example – Withdrawals from a Keogh Account

Ly Pham has a Keogh account valued at $30,000. When she turns 70 years old, she begins drawing $2,000 a year. Continue to count the account as an asset. Use the guidance in paragraph 5-7 to determine the cash value and imputed income from the asset. Do not count the $2,000 she withdraws as income.

ATTACHMENT C
HUD INCOME INCLUSIONS, EXCLUSIONS AND ASSET CONSIDERATION
(Source: HUD Occupancy Handbook Exhibit 5-2 4350.3 REV-1)

6. Retirement and pension funds.
   a. While the person is employed. Include only amounts the family can withdraw without retiring or terminating employment. Count the whole amount less any penalties or transaction costs. Follow paragraph 5-7 G.4 of the chapter on determining the value of assets.
   b. At retirement, termination of employment, or withdrawal. Periodic receipts from pension and retirement funds are counted as income. Lump-sum receipts from pension and retirement funds are counted as assets. Count the amount as an asset or as income, as provided below.
      (1) If benefits will be received in a lump sum, include the lump-sum receipt in net family assets.
      (2) If benefits will be received through periodic payments, include the benefits in annual income. Do not count any remaining amounts in the account as an asset.
      (3) If the individual initially receives a lump-sum benefit followed by periodic payments, count the lump-sum benefit as an asset as provided in the example below and treat the periodic payment as income. In subsequent years, count only the periodic payment as income. Do not count the remaining amount as an asset.

NOTE: This paragraph and the example below assume that the lump-sum receipt is one-time receipt and that it does not represent delayed periodic payments. However, in situations in which a lump-sum payment does represent delayed periodic payments, then the amount would be considered as income and not an asset.

Example – Retirement Benefits as Lump-Sum and Periodic Payments

Upon retirement, Eleanor Reilly received a lump-sum payment of $15,000. She will also receive periodic pension payments of $350 a month.

The lump-sum amount of $15,000 is generally treated as an asset. In this instance however, Eleanor spent $5,000 of the lump sum on a trip following her retirement. The remaining $10,000 she placed in her mutual fund with other savings. The entire mutual fund will be counted as an asset.

The owner has verified that Eleanor is now not able to withdraw the balance from her pension. Therefore, the owner will count the $350 monthly pension payment as annual income and will not list the pension account as an asset.

7. Cash value of life insurance policies available to the individual before death (e.g., the surrender value of a whole life policy or a universal life policy). It would not include a value for term insurance, which has no cash value to the individual before death.
8. Personal property held as an investment. Include gems, jewelry, coin collections, or antique cars held as an investment. Personal jewelry is NOT considered an asset.
9. Lump-sum receipts or one-time receipts. (See paragraph 5-6 **p** for additional information on what is counted as a lump-sum receipt and how to treat lump-sum receipts.) These include inheritances, capital gains, one-time lottery winnings, victim's restitution, settlements on insurance claims (including health and accident insurance, worker's compensation and personal or property losses), and any other amounts that are not intended as periodic payments.
10. A mortgage or deed of trust held by an applicant.
    a. Payments on this type of asset are often received as one combined payment of principal and interest with the interest portion counted as income from the asset.
    b. This combined figure needs to be separated into the principal and interest portions of the payment. (This can be done by referring to an amortization schedule that relates to the specific term and interest rate of the mortgage.)
    c. To count the actual income for this asset, use the interest portion due, based on the amortization schedule, for the 12-month period following the certification.
    d. To count the imputed income for this asset, determine the asset value **as of the effective date of the certification**. Since this amount will continually be reduced by the principal portion paid during the previous year, the owner will have to determine this amount at each annual recertification. See the following example:

Example – Deed of Trust and Imputed Income

Computation of imputed income:

An elderly tenant sells her home and holds the mortgage for the buyer. The cash value of the mortgage is $60,000. The combined payment of principal and interest expected to be received for the upcoming year is $5,000. The amortization schedule breaks that payment into $2,000 in principal and $3,000 in interest. In completing the asset income calculation, the cash value of the asset is $60,000, and the projected annual income from that asset is $3,000. **The imputed income would be calculated by multiplying the cash value of $60,000 by the 2% imputed passbook rate.** Each subsequent year, the cash value of the asset should be reduced by the principal portion paid. In this example, it would be reduced to $58,000 in the following year ($60,000-$2,000 principal payment = $58,000). **When calculating the imputed income for the following year, the owner would multiply the cash value of $58,000 by the 2% passbook savings rate.**

ATTACHMENT C
HUD INCOME INCLUSIONS, EXCLUSIONS AND ASSET CONSIDERATION

(Source: HUD Occupancy Handbook Exhibit 5-2 4350.3 REV-1)

Regulatory References

(These references are current as of the date of publication. Readers should refer to the latest edition of the Code of Federal Regulations.)

24 CFR part 5.603 defines net family assets as follows:

Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and the equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. . . . . in determining net family assets, owners shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or recertification, as applicable, in excess of the consideration received therefor. In the case of disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

B. Net family assets **DO NOT** include the following:
IMPORTANT: The owner does not compute income from any assts in this paragraph.

1. Personal property (clothing, furniture, cars, wedding ring, other jewelry that is not held as an investment, vehicles specially equipped for persons with disabilities).
2. Interests in Indian trust land.
3. Term life insurance policies (i.e., where there is no cash value).
4. Equity in the cooperative unit in which the family lives.
5. Assets that are part of an active business. "Business" does NOT include rental of properties that are held as investments unless such properties are the applicant's or tenant's main occupation.

Example – Assets that are Part of an Active Business

- Laura and Lester Hines own a copier and courier service. None of the equipment that they use in their business is counted as an asset (e.g., the copiers, the FAX machines, the bicycles.
- Alice Washington rents out the home that she and her husband lived in for 42 years. This home is not an active business asset. Therefore, it is considered an asset and the owner must determine the annual income that Alice receives from it.

6. Assets that are not effectively owned by the applicant. Assets are not effectively owned when they are held in an individual's name, but (a) the assets and any income they earn accrue to the benefit of someone else who is not a member of the family, and (b) that other person is responsible for income taxes incurred on income generated by the assets.

   NOTE: Nonrevocable trusts (i.e., irrevocable trusts) are not coverd by this paragraph. See information on nonrevocable trusts in paragraph 5-7 G.1.

> **Example – Assets not Effectively Owned by the Applicant**
>
> Net family assets do not include assets held pursuant to a power of attorney because one party is not competent to manage the assets, or assets held in a joint account solely to facilitate access to assets in the event of an emergency.
>
> **Example:** Alexander Cumbow and his daughter, Emily Bornscheuer, have a bank account with both names on the account. Emily's name is on that account for the convenience of her father in case an emergency arises that would result in Emily handling payments for her father. Emily has not contributed to this asset, does not receive interest income from it, nor does she pay taxes on the interest earned. Therefore, Emily does not own this account. If Emily applies for assisted housing, the owner should not count this account as her asset. This asset belongs to Alexander and would be counted entirely as the father's asset should he apply for assisted housing.

7. Assets that are not accessible to the applicant and provide no income to the applicant. Nonrevocable trusts are not covered under this paragraph. See information on nonrevocable trust in paragraph 5-7 G.1.

> **Example**
>
> A battered spouse owns a house with her husband. Because of the domestic situation, she receives no income from the asset and cannot convert the asset to cash

EXHIBIT H
INVENTIONS, PATENTS AND COPYRIGHTS

A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under Title 35 of the U.S. Code, including, without limitation processes and business methods made in the course of work under this Agreement, the Contractor shall report the fact and disclose the Invention promptly and fully to the City. The City shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the City and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. §200 *et seq.* (Pub.L. 95-517, Pub.L. 98-620, 37 CFR, Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983; and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp. p. 262). Contractor hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

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

C. Copyright Policy

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

2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement. Contractor shall comply with 24 CFR 85.34.

D. Rights to Data

1. The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. §401 or §402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f) (2) instead of unlimited rights (48 CFR 27.404(a)).

2. Obligations Binding on Subcontractors Contractor shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

E. Intellectual Property Provisions for California Sub-Grants **(IF APPLICABLE)**

This Agreement is funded in part with federal "pass through" funds from the State of California (State). The following requirements are applicable to this Agreement. In any Contract funded in whole or in part by the federal government, City/State may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the Contract, except as provided in 37 Code of Federal Regulations Part 401.14. However, pursuant to 29 CFR Part 97.34, the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

F. Ownership

1. Except where City/State has agreed in a signed writing to accept a license, City/State shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement.

2. For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents (whether or not issued,) copyrights, trademarks, service marks, applications for any of the foregoing: inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will any data or information maintained, collected or stored in the ordinary course of business by City/State, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country, jurisdiction.

3. For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter, including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works, including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials of products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

4. In the performance of this Agreement, Contractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of City's/State's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of City's/State's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of City/State. Except as otherwise set forth herein, neither Contractor nor City/State shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to City/State, Contractor agrees to abide by all license and confidentiality restrictions applicable to City/State in the third-party's license agreement.

5. Contractor agrees to cooperate with City/State in establishing or maintaining City/State's exclusive rights in the Intellectual Property, and in assuring City's/State's sole rights against third-parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parities in order to perform this Agreement, Contractor shall require the terms of agreement(s) to include all Intellectual Property provisions herein. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to City/State all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or City/State and which result directly indirectly from this Agreement or any subcontract.

6. The requirement for the Contractor to include all Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for customized and on-the-job-training as authorized under 20 CFR 663.700-730.

7. Contractor further agrees to assist and cooperate with City/State in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony, and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce City's/State's Intellectual Property rights and interests.

G. Retained Rights/License Rights

1. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to City/State, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Contractor's Intellectual Property with the right to sub-license through multiple layers, for any purpose

whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

2. Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of City/State or third-party, or result in a breach or default of any provisions herein or result in a breach of any provisions of law relating to confidentiality.

H. Copyright

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

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

I. Patent Rights

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

J. Third-Party Intellectual Property

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

K. Warranties

1. Contractor represents and warrants that:

   a. It has secured and will secure all rights and licenses necessary for its performance of this Agreement. Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third-party based on an alleged violation of any such right by Contractor.

   b. Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

c. It has secured and will secure all rights and licenses necessary for Intellectual Property, including, but not limited to, consents, waivers or releases from all authors or music or performances used, and talent (radio, television, and motion picture talent), owners of any interest in and to real estate, site locations, property or props that may be used or shown.

d. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to City/State in this Agreement.

e. It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance or computer software in violation of copyright laws.

f. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

2. City/State makes no warranty that the intellectual property resulting from this sub-grant Agreement does not infringe upon any patent, trademark, copyright or the like, now existing or subsequently issued.

L. Intellectual Property Indemnity

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

2. Should any Intellectual Property licensed by the Contractor to City/State under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve City's/State's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to City/State. City/State shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for City/State to continue using the licensed Intellectual Property, or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, City/State may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

3. Contractor agrees that damages alone would be inadequate to compensate City/State for breach of any term of these Intellectual Property provisions herein by Contractor. Contractor acknowledges City/State would suffer irreparable harm in the event of such breach and agrees City/State shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

M. Survival

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

EXHIBIT I
SUBCONTRACT AND PROCUREMENT PROCEDURES

A. SUBCONTRACTS

1. For the purpose of this Agreement, subcontracts shall include, but not be limited to purchase agreement or lease or rental agreements (excluding real property agreements), third-party agreements, consultant services subcontracts and construction subcontracts.

2. Subcontracts entered into in the performance of this Agreement shall:

   a. Be subject to the terms and conditions set forth in this Agreement. City may require incorporation of the applicable provisions in a written agreement.

   b. Specifically prohibit assignment or transfer of interest without prior written approval by the City.

   c. Contractor must specifically provide proof, when applicable, of the appropriate permits and/or business licenses.

3. A copy of each executed subcontract, or amendment(s) thereto, shall be submitted to the City for approval prior to execution.

4. A copy of each executed subcontract, or amendment(s) thereto, shall be maintained by Contractor and provided to City upon written request.

5. Subcontractors shall be procured consistent with the Procurement Procedures outlined in this Agreement.

6. A subcontractor is defined as a person or business who is awarded a portion of an existing contract by a principal or general contractor. A subcontractor performs work under a contract with a general contractor.

B. PROCUREMENT PROCEDURES

1. It is the policy of the City of Los Angeles (City) to encourage fair and open competition in its procurement for goods and services. The requirements for a fair and open competition include the development of written procurement policies that include, but are not limited to all of the following subsections. Several of the provisions herein include City mandated rules and procedures in addition to the other grant requirements. Such policies are applicable to subcontractors to the extent permitted by law.

   a. Purpose: It is the intent of these rules that these procedures shall apply to all subcontracts including, but not limited to purchase agreements, lease or rental agreements (excluding real property agreements), third-party agreements, and consultant services subcontracts. All contractors are required to prepare written procurement procedures. All written procedures and policies for procurement activities are to be available for public inspection.

   b. Responsibilities:

      (1) The following procedures shall apply to all procurements under this Agreement in order to ensure that all solicitations:

         (a) Incorporate a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurement, contain features which unduly restrict competition; and

         (b) Identify all requirements that the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

      (2) Issue a Public Notification: The notification must be made through an announcement in a local public medium (e.g., newspaper) or other media that covers the entire service area.

(3) All steps of each procurement must be documented, including a description of the documentation process and where the documentation will be located.

(4) Contractor shall provide a copy of the bid package to anyone who requests it. Contractor shall compile a list of everyone requesting a copy of the bid package.

(5) The Contractor shall ensure that all pre-qualified lists of persons, firms or other organizations that are used to acquire goods and services are current and include sufficient numbers of qualified sources to ensure maximum open and free competition. The agencies listed on the bidder's list may be individually notified.

(6) The Contractor shall maintain records that are sufficient to detail the significant history of a procurement procedure. These records shall include, but are not limited to the following: rationale for the method of procurement; the selection of contract type; contractor selection or rejection; rational and reasonable rating criteria and the basis for the contract type.

(7) The Contractor shall keep records sufficient to insure that funds have not been spent unlawfully.

(8) The Contractor shall retain all records pertinent to any procurement agreement/contract within the County of Los Angeles for a period of five (5) years following termination of the Agreement and after final disposition of all pending matters. "Pending Matters" include, but are not limited to an audit, litigation, or other activities involving records. Prior to destruction of records retained under this Agreement, the Contractor shall notify the City and request instructions on disposition of said records.

(9) The Contractor shall not contract with any party that is debarred, suspended or otherwise excluded from participation in Federal assistance programs. All contracts shall include a self-certification from the contractor that it is not a debarred party.

The Federal government prohibits awards to any party that is debarred. The Federal government compiles a list of debarred parties. The Federal list is published by the General Services Administration. A copy may be obtained by accessing https://www.sam.gov/SAM/. The list will be issued as an Information Bulletin in May of each year. It is the Contractor's responsibility to ensure that funds are not awarded to entities on the debarment list.

(10) Procurement activities must be concluded in a confidential manner. Staff involved in procurements must not divulge advance purchasing information, specific proposal/offer evaluation criteria, and negotiations with bidders or in-house discussions regarding procurement until such time as this information is released to all parties.

(11) Contractor shall receive and log in proposals and establish a method for recording the date and time of arrival of proposals using either a log-in sheet, or a date/time stamp. Contractor shall establish a single location for receipt of proposals. Contractor shall ensure that the only proposals received by the deadline specified in the bid package qualify for the evaluation process unless there is a valid legal reason for otherwise considering a late proposal.

(12) Contractor shall establish proposal evaluation procedures that shall include, but not be limited to the following:

(a) Clear staff responsibilities: A procurement specialist shall be designated for each bid/proposal process. It shall be the responsibility of the specialist to insure compliance with these procurement rules;

(b) Develop a standard worksheet or check-list for determining responsiveness of each proposal;

(c) Establish and use evaluation criteria and a standard evaluation worksheet to be used in recording the evaluations of each proposal;

(d) Prepare an analysis of costs to verify allowability and to determine reasonableness;

(e) Identify staff responsibilities for completing proposal evaluation and for summarizing evaluation results;

(f) Develop a description of methods for ensuring independence of ratings by those involved in the evaluation process (i.e., prohibit discussion among staff, sequestered evaluations);

(g) Identify policy and process by which selection of awardee(s) will be made; and

(h) Provide an opportunity for bidders to appeal staff recommendations.

Items a-c should be sufficiently completed before issuance of the bid package so relevant parts can be included.

(13) Contractor shall identify complete and timely proposals. Contractor shall review the technical merits of these proposals based on the rating criteria contained in the bid package. Contractor shall review the cost proposals based on applicable cost principles and the technical proposal.

(14) Contractor shall determine which proposals are in competitive range for technical response and based on the cost and price analysis conducted prior to the release of the bid package.

(15) Contractor shall negotiate with organization(s) in the competitive range. Contractor shall establish policies and procedures governing face-to-face negotiations. Include in these policies opportunities to seek clarification of the proposal content, the offeror to submit a best and final proposal prior to final evaluation and award. Contractor shall include in the criteria that all responsive offerors in the competitive range are given fair and equal consideration based on the merits of their proposals. Contractor shall document these negotiations in writing.

(16) Private for-profit entities must obtain prior written approval from the City for purchases of personal property (other than supplies) using Agreement funds.

(17) Contractor shall conduct and document oversight to ensure compliance with these procurement procedures.

(18) If the State of California, or the City of Los Angeles has established a debt against a service provider that has not been repaid or a repayment agreement plan has not been implemented, then the service provider shall be barred from receiving any future City funds.

(19) Participation of Minorities, Women, Disadvantaged and Small Businesses

To the fullest extent possible in the administration of this Agreement, Contractor agrees to provide opportunities for minorities, women, disadvantaged and small businesses to participate in procurements under this Agreement.

(20) The Contractor shall not use funds provided under this Agreement to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State, or local sources, unless it is demonstrated that the Agreement-funded alternative services or facilities would be more effective or more likely to achieve performance goals.

(21) The Contractor, to the maximum extent practicable and permitted by law, is encouraged to maximize use of goods, products, and materials produced in the United States when procuring goods and services under Federal awards. (2 CFR 200.322.)

(22) The Contractor, consistent with 2 CFR 200.216 (Prohibition on certain telecommunication and video surveillance services or equipment (Effective 8/13/2020)), shall be prohibited from obligating or expending loan or grant funds to (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. This prohibition applies even if the contract is not intended to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services. As described in section 889 of the 2019 National Defense Authorization Act, covered telecommunications equipment or services includes: Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(a) Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:

(i) Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
(ii) Procure or obtain, extend or renew a contract to procure or obtain;
(iii) Enter into a contract (or extend or renew a contract) to procure; or
(iv) Obtain the equipment, services, or systems.

c. Cost or Price Analysis:

(1) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(2) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

d. Awarding of Agreement/Contract

(1) Prior to an award of a contract, the City/Contractor shall make a determination that the Contractor/Subcontractor has demonstrated effectiveness in providing the requested services. Agreements/Contracts shall be made only with responsible Contractors/Subcontractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. The selected proposer must be a responsive entity that has submitted a proposal or bid which meets all requirements of the solicitation adequately, which includes responding to the Request for Proposal (RFP)/Request of Qualification (RFQ) within the required time frames, and completing all forms and documents. A responsible entity is one that has been determined to: 1) have a satisfactory record of integrity and business ethics; 2) have a satisfactory performance record; 3) have adequate financial resources to perform the contract or the ability to obtain such resources; 4) be able to comply with the required or proposed delivery of performance schedule, taking into consideration all existing commercial and business commitments; 5) have the needed organization, experience, accounting, operational control and technical skills or ability to obtain them; 6) have adequate production, construction or technical equipment and needed facilities or the ability to obtain them; 7) be able to meet the program design specifications; 8) be able to meet performance goals which includes a showing of demonstrated effectiveness in providing employment and training services; 9) be able to provide services that can lead to the achievement of competency standards for participants; and 10) be both qualified and eligible to receive the award under the applicable law and regulation. Contractor/Subcontractor shall make the award(s) and finalize the contract(s). Contractor/Subcontractor shall follow established procedures for formal notification of offerors of the results of the evaluations and selected process.

(2) The City/Contractor and its contractors/subcontractors shall make positive efforts to utilize small business and minority-owned business as sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts to be performed utilizing Federal grant funds. If applicable, Contractor/Subcontractor certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than $100,000.

(3) Where such advertised bids are obtained, the awards shall be made to the responsible bidder whose bid is responsive to the invitation and is most advantageous to the grantee, price and other factors considered. Factors such as discounts, transportation costs, and taxes may be considered in determining the lowest bid. No points shall be given for status as subcontractors or a contractor with an approved childcare policy within existing delivery systems. However, if a bid results in a tie score, preference may be given to the contractor or a subcontractors with an approved child care policy.

(4) Any or all bids may be rejected when it is in the City/Contractor's interest to do so, and such rejections are in accordance with applicable State and local law, rules, and regulations.

e. Funding Restrictions for High-Risk Contracts

(1) A contractor may be considered "high-risk" if an awarding agency determines that the contractor is otherwise responsible but:

(a) Has a history of unsatisfactory performance;

(b) Is not financially stable;

(c) Has a management system that does not meet the management standards set forth in this part; or

(d) Has not conformed to terms and conditions of a previously awarded grant or sub-grant.

(2) If the City/Contractor agency determines that a grant or sub-grant shall be made to a "high-risk" contractor or subcontractors, then special funding restrictions that address the "high-risk" status may be included in the contract or subcontract. Funding restrictions may include, but are not limited to:

(a) Use of reimbursements rather than advances or payment upon completion of the project;

(b) Requiring additional and/or more detailed financial or performance reports;

(c) Additional monitoring;

(d) Requiring the contractor or subcontractors to obtain specific technical or management assistance, and/or

(e) Establishing additional prior approvals (e.g., requiring awarding agency approval prior to hiring/firing, award of small purchase contracts).

(3) If the City/Contractor decides to impose such funding restrictions, the awarding official shall notify the contractor or subcontractors as early as possible, in writing, of:

(a) The nature of the funding restriction(s);

(b) The reason(s) for imposing them;

(c) The corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions;

(d) The method of requesting reconsideration of the restrictions imposed; and

(e) Additional prior approvals.

f. City Code of Conduct

All contractors shall adopt a Code of Conduct in accordance with the requirements as set forth in §504 of this Agreement.

g. Methods of Procurement

(1) Contractor shall use one (1) of the following methods of procurement either by bid or proposal, as appropriate for each procurement action, for entering into contracts with subcontractors. Contractors shall conduct procurement in a manner that provides full and open competition. Contractor shall perform a cost or price analysis in connection with every procurement action in excess of the small purchase procedures, including contract modifications to determine that the expenditure is reasonable. When any purchase is made, it can only be for an allowable cost. Invitations for bids shall clearly set forth all requirements that the bidder must fulfill in order for his bid to be evaluated by the grantee. Grievance process procedures shall be included in each of the following methods of advertised procurement. Specific requirements and procedures are set forth in 24 CFR §84.44, 2 CFR 200, Los Angeles City Charter §370-§372, and 2 CFR Chapter I, Chapter II, Part 200, et al., incorporated herein by reference.

(2) Prior to entering into any subcontract that has a value of One Thousand Dollars ($1,000) or more, the Contractor shall submit to the City evidence that it has received a minimum bid(s) for such subcontractors and documentation that justifies the selection of the successful bidder. The Contractor shall maintain records showing the parties solicited and the bids submitted.

(a) Micro Purchase Procedure: Micro purchases are made from vendors for goods or services under $10,000. No quotations or bids required, but an equitable distribution of purchases must be documented.

(b) Small Purchase Procedures: Small purchases are made from vendors for goods or services under $250,000. Following the procedures for small purchases shall constitute justification of the procurement method chosen. The bid must indicate the quantity, time frame and all other requirements of the product or service sought. Bids must be solicited from vendors that can reasonably be expected to provide the goods or services needed.

The requirements are:

Dollar Range of Purchase	Contract and Method
$10,001 to $250,000	3 written bids received**

**Three (3) bids must be received by Contractor. The bid process and bids received must be documented in writing in the file. The Request for Bid must either be provided in writing to the vendors, or transmitted as uniformly as possible over the telephone. To be considered, the bid response must be signed and dated by the vendor.

(c) Purchase/Services Over $250,000

Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

i. A complete, adequate, and realistic specification or purchase description is available;

ii. Two or more responsible bidders are willing and able to compete effectively for the business; and

iii. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

i. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

ii. The invitation for bids, which shall include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

iii. All bids shall be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

iv. A firm fixed price contract award shall be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts shall only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

v. Any or all bids may be rejected if there is a sound documented reason.

vi. Issue a Public Notification made through an announcement in a local public medium (e.g., newspaper) that covers the entire service area.

(d) Procurement by competitive proposals.

The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(ii) Proposals must be solicited from an adequate number of qualified sources;

(iii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(iv) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) Procurement by Noncompetitive Proposals

Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(i) The item is available only from a single source;

(ii) The public exigency or emergency for the requirement shall not permit a delay resulting from competitive solicitation;

(iii) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(iv) After solicitation of a number of sources, competition is determined inadequate.

(f) Contract Provisions

(i) All contracts must contain at a minimum the following provisions:

i. Specific deliverables and the basis for payment;

ii. Provisions requiring compliance with Community Development Block Grantors (CDBG) including, but not limited to other funding source regulations;

iii. Provisions that describe remedies for breach;

iv. Provisions that describe Grantors CDBG and other funding sources patent and copyright rules;

v. Provisions for termination for cause and convenience;

vi. Access to records for audit purposes;

vii. Audit requirements;

viii. Provisions for payment and delivery;

ix. Provisions describing contract amendment procedures;

x. Provisions against assignment;

xi. Provisions for equal opportunity and non-discrimination;

xii. Provisions prohibiting conflicts of interest.

(g) Competition

(i) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

i. Placing unreasonable requirements on firms in order for them to qualify to do business;

ii. Requiring unnecessary experience and excessive bonding;

iii. Noncompetitive pricing practices between firms or between affiliated companies;

iv. Noncompetitive contracts to consultants that are on retainer contracts;

v. Organizational conflicts of interest;

vi. Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and

vii. Any arbitrary action in the procurement process.

(ii) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(iii) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

i. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

ii. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

iii. The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(h) Appeal and Dispute Procedures

The City and its contractors shall have protest procedures to hand and resolve disputes relating to their procurement. A protester shall exhaust all administrative remedies with the contractor before pursuing a protest at a higher level. Notice of appeal rights and procedures must be given to all bidders

EXHIBIT J
PROFESSIONAL FEE SCHEDULE

(Attached)

HANDYWORKER PROGRAM
Specification for Fee Schedule (Revised November 2023)

ADMINISTRATIVE COSTS

1	Administrative Service Fee	A. $1000 – Minor repairs: homeowners B. $480 – Safety devices: renters

2	Lead Retest Sampling and Clearance	-$200 per retest

Reimburse City for the cost of subsequent lead clearance inspection and sampling following failure of initial test (deducted from total job cost).

3	Building Permit Fees (attach to invoices)	As quoted

Provide written receipts for all permit fees paid to Department of Building and Safety.

SAFETY & ACCESSIBILITY

4	Install Smoke Detector (Battery Operated)	$55 per installation

If applicable, remove non-operating existing battery operated smoke detector and dispose properly. Install a 10 year worry free lithium battery-powered smoke detector. Smoke detectors to be located in each sleeping room, outside each separate sleeping area in the immediate vicinity of the bedroom(s), and on each additional story of the dwelling, including basements, and habitable attics. Instruct homeowner on its use and worry free battery.

5	Install Carbon Monoxide (CO) Detector (Battery Operated)	$90 per installation

If applicable, remove non-operating existing battery operated carbon monoxide detector and dispose properly. Install a 10 year worry free lithium battery-powered carbon monoxide detector. Instruct homeowner on its use and battery replacement. Carbon monoxide detectors to be located outside of each separate sleeping area in the immediate vicinity of the bedroom(s), and on every level of a dwelling unit including basements. Instruct homeowner on its use and worry free battery.

6	Install Combined Smoke/CO Detector (Battery Operated)	$100 per installation

If applicable, remove non-operating existing battery operated smoke and carbon monoxide

combined detector, and dispose properly. Install a 10 year worry free lithium battery-powered smoke and carbon monoxide combined detector. Smoke detectors to be located in each sleeping room, outside of each separate sleeping area in the immediate vicinity of the bedroom(s), and on each additional story of the dwelling, including basements, and habitable attics. Carbon monoxide detectors to be located outside of each separate sleeping area in the immediate vicinity of the bedroom(s), and on every level of a dwelling unit including basements. Instruct homeowner on its use and worry free battery.

7	Replace Hard wired Smoke Detector, Carbon Monoxide or Combined with battery back up	$105 per replacement

Remove and dispose of existing non-working electrical smoke, carbon monoxide or combined detector. Provide and install new 120v photoelectric smoke, carbon monoxide or combined detector with power- on indicator at same location in full compliance with all applicable building codes. Unit to be UL approved and shall be of such quality to operate properly without false alarms under ordinary living conditions with exception of excessive smoke caused by cooking. Install according to manufacturer's recommendations, permanently hardwired into existing electrical supply. Repair all affected surfaces to match adjacent. Smoke detectors to be located in each sleeping room, outside of each separate sleeping area in the immediate vicinity of the bedroom(s), and on each additional story of the dwelling, including basements, and habitable attics. Carbon monoxide detectors to be located outside of each separate sleeping area in the immediate vicinity of the bedroom(s), and on every level of a dwelling unit including basements. All hard wired devices shall have a 10 year worry free lithium back up battery. Instruct homeowner on its use and worry free battery.

8	Install Grab Bar 12"-24"	$75 per installation

Provide and install new 12" to 24" grab bar. Heavy duty, welded, ADA approved stainless steel. Install as per manufacturer's specifications. Repair all affected surfaces to match adjacent finishes.

9	Install Grab Bar 36"-48"	$95 per installation

Provide and install new 36" to 48" grab bar. Heavy duty, welded, ADA approved stainless steel. Install as per manufacturer's specifications. Repair all affected surfaces to match adjacent finishes.

10	Install Shower/Bathtub Chair (Pre-Manufactured)	$95 each

Provide and install a new shower/bathtub chair per manufacturer's instructions. Must be of durable construction, with adjustable leg height, suction cup feet, drain holes on seat, arm rests, and weight capacity of 225-350 lbs. Comparable to "Medline Shower Chair Bath Seat with Padded Armrests and Back, Supports up to 350 lbs."

11	Install Exterior Wrought Iron Handrail to Code	$85 per linear foot

Remove deteriorated existing handrail (if applicable) and dispose properly. Provide and install non- decorative wrought iron railings. Railings are to be anchored into structural framing and/or mechanically anchored into concrete. Bottom rails of railings shall be approximately 4" to 6" above concrete. Balusters shall be 4" O.C. Posts to be placed a minimum of 42" and not more than 48" apart. All hardware must be galvanized. Handrails must be primed with rust inhibiting primer and painted with exterior semi-gloss enamel. Finish color to match adjacent surfaces or owner's choice. Repair all affected surfaces to match adjacent finishes. All finished rails must be plumb and level. **Permit is required if more than three steps.**

12	Install Wood Handrail (Exterior or Interior)	$45 per linear foot

Remove deteriorated existing handrail (if applicable) and dispose properly. Provide and install round wood handrail including 3 steel brackets secured to studs and rail. Height needs to be minimum 34"-38" or per code above top of tread line. Prime and finish. Exterior wood is to be termite and water resistant. Finish color to match adjacent surfaces or owner's choice. Repair all affected surfaces to match adjacent finishes. All finished rails must be plumb and level. **Permit is required if more than three steps.**

13	Install Wheelchair Ramp, Landing, Rails (Wood)	$180 per linear foot

Provide and submit plans for approval to LAHD Handyworker program for installation of new wheelchair ramp. Plans may be hand drawn but must be clear and include list of materials to be used. Plans should include 3' wide ramp with 1-inch rise per 1 foot of length. Provide a level 4' x 5' minimum landing. Provide pressure treated 4x4s secured at base and 2" x 6" pressured treated floor joists. Finish floor shall be minimum ¾" exterior grade plywood with skid-proof vinyl/rubber surface made for that purpose. Round inside handrail on both sides of ramp attached with brace brackets at minimum 4' intervals and finished with polyurethane varnish or equally durable finish. Posts to be placed a minimum of 42" and not more than 48" apart. All nails and bolts to be galvanized. Sand and prime all surfaces. Applicants may submit alternative specifications for consideration. Finish color to match adjacent surfaces or owner's choice.

14	Install Wheelchair Ramp, Landing, Rails (Metal)	$195 per linear foot

Provide and submit plans for approval to LAHD Handyworker program for installation of new wheelchair ramp. Plans may be hand-drawn but must be clear and include list of materials to be used. Plans should include 3' wide ramp with 1inch rise per 1 foot of length. Provide a level 4' x 5' minimum landing. Round inside handrail on both sides of ramp attached with brace brackets at 4' intervals. Posts to be placed a minimum of 42" and not more than 4'-0" apart. All nails and bolts to be galvanized. Prime handrails with metal rust inhibiting primer and paint with exterior semi- gloss enamel. Finish color to match adjacent surfaces or owner's choice.

15	Brace Water Heater (Per Code)	$95 per water heater

Provide and install a minimum 22-gauge X ¾" wide metal straps to new water heater. Water heater must be strapped in at least two locations, one being in the upper one third of the unit, and the other in the lower one third. The lower strap must be a minimum of 4" above the water heater control unit. Ensure the required clearance from the wall to the water heater is maintained as specified on the unit nameplate. Anchor with (4) lag screws not less than ¼" in diameter penetrating 1½" into the wall studs with a large flat washer on each screw.

16	A. Install Earthquake Gas Shutoff Valve 3/4" B. Install Earthquake Gas Shutoff Valve 1" C. Install Earthquake Gas Shutoff Valve 1 1/4" D. Install Earthquake Gas Shutoff Valve 1 1/2"	$505 per installation $545 per installation $585 per installation $625 per installation

Provide and install new earthquake gas shutoff valve. Brand name Little Firefighter, AGV-.75. L.A. City approved RR5349 or equal. Install valve on owner's side of gas meter. AGV-12 stabilizer bracket or equivalent must be installed. Bracing shall be included. All work to comply with local building codes. If larger size is needed, submit justification to LAHD for approval. **BUILDING PERMIT REQUIRED.**

17	Install Earthquake Gas Shutoff Valve Under House (maximum 2 hours)	$44 per hour

This item is for the labor/time it takes to install a valve under the home.

ELECTRICAL

18	Replace Doorbell	$75 per replacement

Remove existing non-operating doorbell and button and dispose off-site. Provide and install new doorbell button for front door location and two-note chime at existing location (wireless units are acceptable). Repair all affected surfaces to match adjacent finishes.

19	Replace Electrical Outlet or Light Switch	$35 per replacement

Remove existing non-operating electrical outlet or switch and dispose off-site. Provide and install new- grounded 120v outlet or switch. Install cover plate and include all fasteners. Cover plate to be straight and even with adjacent surfaces.

20	Install Ground Fault Circuit Interrupter (GFCI) Outlet	$90 per installation

Electrical must be a 3 wire grounded system. Remove existing electrical outlet and dispose off-site. Provide and install new GFCI outlet, include cover plate and all fasteners. Cover plate must be straight and even with adjacent surfaces. Install GFCI according to NEC and local Building and Safety code. GFCI should match all adjacent electrical trim finishes.

21	Replace Cover Plate for Electrical Outlet or Switch	$5.50 per replacement

Remove existing damaged cover plate for electrical outlet or switch and dispose off-site.

Provide and install new cover plate and include all fasteners. Cover plate to be straight and even with adjacent surfaces. Cover plates should match all adjacent electrical trim finishes.

22	Replace Light Fixture for Interior Ceiling	$80 per replacement

Remove existing non-operating light fixture from interior ceiling and dispose off-site. Provide and install new energy efficient light fixture per manufacturer's recommendations. Connect fixture to existing wiring that operates from switch. Owner shall choose fixture style from standard available list. Repair all affected surfaces to match adjacent finishes. All existing electrical must be code compliant in order for approval.

23	Replace Existing Ceiling Fan	$180 per replacement

Remove and dispose existing ceiling fan off-site. Verify junction box is suitable for ceiling fan application and can support weight of new fan. Replace with similar unit. New unit should connect to existing wiring. Patch and repair all affected areas. All existing electrical must be code compliant in order for approval.

24	Install Ceiling Fan Retrofit Junction Box	$145 per replacement

Remove existing non-compliant junction box from interior ceiling and properly dispose of. Provide and install new ceiling fan retrofit junction box with proper supported weight rating, per manufacturer's recommendations. Provide all necessary electrical materials needed. Repair all affected surfaces to reasonably match adjacent finishes. Contractor must submit photos of both the old box and the new box for documentation. Contractor is responsible for ensuring that all electrical work is code compliant and performed by qualified individuals. **Electrical Permit Required.**

25	Replace Light Fixture for Exterior (Energy Efficient, Sensor, or Security)	$120 per replacement

Remove existing non-operating light fixture from exterior and dispose off-site. Provide and install new energy efficient light fixture per manufacturer's recommendations. Connect fixture to existing wiring that operates from switch. Owner shall choose fixture style from standard available list. Repair all affected surfaces to match adjacent finishes. All existing electrical must be code compliant in order for approval

PLUMBING

26	Replace Water Line to Toilet (Angle - Stop to Tank)	$45 per line

Remove existing deteriorated parts and dispose off-site. Provide and install new supply line from source at wall, angle stops, and nipples when required in compliance with applicable building code.

27	Reset Toilet	$80 per toilet

Replace brass mounting bolts and reset existing toilet on new wax ring. Dispose of removed parts properly. Re-caulk and check for leaks. Repair affected surfaces to

match adjacent finish.

28	Replace Toilet Fill Valve Assembly	$85 per toilet

Remove defective fill valve assembly and dispose properly. Provide and install new unit of appropriate size and type. Adjust for proper operation.

29	Replace Toilet Seat	$55 per toilet

Remove existing deteriorated toilet seat and dispose properly. Provide and install new seat and hardware as per manufacturer's specifications.

30	Install Toilet Seat Riser (Disabled Access)	$85 per toilet

Install per manufacturer's instructions.

31	Replace/Install Disabled Access Toilet (Inoperable Only)	$440 per toilet

Remove non-operating toilet from site and dispose off-site. Provide and install new toilet designed for disabled access using new wax ring and brass mounting bolts, toilet seat, new supply line and caulk area to prevent water leakage. Comply with local water saving and all other code requirements. Repair affected surfaces to match adjacent finishes. **BUILDING PERMIT REQUIRED.**

32	Replace Standard Height Toilet (Inoperable Only)	$350 per toilet

Remove non-operating toilet from site and dispose off-site. Provide and install new standard height toilet using new wax ring and brass mounting bolts, toilet seat, new supply line and caulk area to prevent water leakage. Comply with local water saving and all other code requirements. Repair affected surfaces to match adjacent finishes. **BUILDING PERMIT REQUIRED.**

33	Replace Sink Trap Assembly for Bathroom or Kitchen	$90 per trap

Remove deteriorated trap from site and dispose properly. Provide and install new trap inclusive of all hookups, connections, associated hardware, including extension arm and slip joint, caulking, and cleanup.

34	Install Hand Held Shower Head	$85 per shower head

Provide and install a new hand held shower head per manufacturer's instructions. Properly dispose all old hardware.

35	Replace Bathroom Sink, Complete with Fixtures	$390 per sink

Remove existing sink with faucet and dispose of offsite. Provide and install new sink & faucet to match same size as the one removed. Install new Delta or Moen single lever

faucet mounted on sink. Provide and install new trap/drain and hot/cold water supply lines, inclusive of all hookups, connections, associated hardware, caulking and cleanup. All work to be in full compliance with applicable plumbing codes.

36	Replace Bathtub/Shower Control Stem (Stop Leaking)	$75 per stem

Remove existing deteriorated faucet from site and dispose properly. Provide and install new faucet stem. Includes handle, stem, washer and stem seat, connections, associated hardware, caulking and cleanup. Connect to new or existing hot and cold water supply lines. Repair affected surfaces to match adjacent finishes.

37	Repair Bathroom Faucet (Replace Washer)	$40 per valve

Repair faucet to eliminate leak. Remove deteriorated and provide and install new washer, stem and seat as necessary. Dispose of parts and debris properly.

38	Replace Bathroom Lavatory Faucet	$170 per replacement

Remove existing deteriorated faucet from site and dispose properly. Provide and install new faucet. Owner shall select style from standard available list. Includes handle, stem, washer and stem seat, connections, associated hardware, caulking and cleanup. Connect to new or existing hot and cold water supply lines. Repair affected surfaces to match adjacent finishes.

39	Replace Bathroom Faucet with Supply Lines	$200 per replacement

Remove existing bathroom faucet from site. Provide and install new Delta or Moen faucet, with new hot and cold supply lines, inclusive of all hookups, connections, associated hardware, caulking and cleanup. All work to be in full compliance with applicable plumbing codes.

40	Replace Caulking	$1.75 per linear foot

Remove and dispose of all deteriorated and broken caulking without damage to adjacent areas. Provide and install new continuous, finger-smooth latex water seal caulking to areas removed, free of divots and voids. Clean area removing all waste material.

41	Replace Caulking around Tub (Avg 15 lin ft)	$25 per tub

Remove and dispose of all deteriorated and broken caulking without damage to adjacent areas. Provide and install new continuous, finger-smooth latex water seal caulking to areas removed, free of divots and voids. Clean area removing all waste material.

42	Replace Garbage Disposal (1/3 HP)	$210 per replacement

Remove existing disposal from site. Provide and install new 1/3 HP Badger, insinkerator or equal garbage disposal with new sink drain (provided with new disposal). Reconnect to existing plumbing and electrical. All work to be in full compliance with applicable plumbing and electrical codes.

43	Replace Kitchen Faucet with Supply Lines	$280 per replacement

Remove existing deteriorated faucet from site and dispose properly. Provide and install new faucet to mount on sink. Owner shall select style from standard available list. Includes handle, stem, washer and seat, also includes hookups, connections, associated hardware, caulking and cleanup. Connect to new or existing hot and cold water supply lines. Repair affected surfaces to match adjacent finishes.

44	Replace Kitchen Sink	$485 per replacement

Remove existing sink from site. Provide and install new sink to match same size as the one removed. Re-install all existing trap, drain, hot and cold supply lines, and any connections, with associated hardware, caulking and cleanup. All work to be in full compliance with applicable plumbing code.

45	Replace Kitchen Sink and Faucet	$580 per replacement

Remove existing kitchen sink and faucet and dispose offsite. Provide and install new sink & faucet to match same size as the one removed. Install new Delta or Moen single lever faucet mounted on sink. Provide and install new trap, drain, hot and cold supply lines, and any connections, with associated hardware, caulking and cleanup. All work to be in full compliance with applicable plumbing codes.

46	Replace Outside Faucet (Hose Bib)	$48 per replacement

Remove existing deteriorated hose bib and dispose properly. Provide and install new brass hose bib including handle, stem, washer, seat, hookups, anti-siphon valve, connections, associated hardware, caulking, and cleanup. Connect to water supply line. Repair affected surfaces to match adjacent finishes. **Hose bib must be equipped with an anti-siphon valve.**

47	Install Water Heater Discharge Line (T&P Valve)	$150 per water heater

Extend existing water heater T&P valve drain to exterior in compliance with Building & Safety code using approved material for piping. Piping shall run in straight parallel lines (not obstructing any other items) and discharged toward ground or drain. Repair all affected areas to match adjacent surfaces.

48	Replace Water Heater (No Enclosure), 40 gal (Gas)	$1,625 per water heater

Remove existing non-operating water heater and dispose off-site. Provide and install new

water heater with new 40 gallon, gas fired, glass lined water heater by Rheem or approved equal. Include high limit cutoff, temperature and pressure relief valve with pipe discharge, all concealed piping, insulating wrap and venting. Install in finished metal enclosure with minimum 3" raised concrete pad and strap to structure. All work must comply with LADBS building code. **BUILDING PERMIT REQUIRED.**

49	Replace Water Heater Enclosure (Include Vent Pipe & Connections)	$345 per water heater

Remove existing water heater enclosure from site and properly dispose. Provide and install new galvanized water heater enclosure, sized correctly. Securely fasten to structure. Install according to manufacturer's instructions. Comparable to 24 in. Galvanized Steel Water Heater Enclosure. Seal all openings and penetrations around enclosure to protect from the elements.

50	Install Water Heater Expansion Tank	$165 per water heater

Install new water heater expansion tank when required by code and manufacturer's instructions. Tank shall be properly supported and sized to plumbing system. All work must comply with LADBS building code.

DOORS

51	Install Aluminum Screen Door (36" Door)	$265 per door

Remove existing deteriorated screen door and dispose properly. Provide and install new heavy-duty screen door, complete with standard screen door closer and latching hardware. Install door to open, close, and lock properly. Repair holes and dents in jamb and repair affected surfaces to match adjacent finishes. Door shall be plumb and square with existing door jamb threshold and frame.

52	Re-Screen Screen Door (36" Door)	$90 per door

Remove door from door frame. Remove deteriorated existing screen and dispose properly. Provide and install metallic insect wire screening to fit tightly at all edges. Reinstall door to open and close properly.

53	Install Security Door and Locks (36" Door)	$500 per door

Remove existing deteriorated security door and dispose properly. Provide and install new security wrought iron door built with heavy gauge security screen. Provide and install entrance and deadbolt locks to be single cylinder and shall not conflict with lock(s) on door. Install door to open, close and lock properly. Prime doors with metal inhibiting primer and finished as trim. Color to be selected by owner from standard available list. Door shall be plumb and square with existing door jamb threshold and frame.

54	Install Metal Door Threshold & Weather-Stripping (36" Door)	$98 per door

Remove the existing deteriorated door threshold and dispose properly. Provide and install a new metal threshold, properly anchored to the sub floor and sloped to drain. Refit the bottom of the door to the new door threshold with proper weather-stripping. Adjust doors to open, close and lock properly. Repair all affected surfaces to match adjacent finishes. For bid purposes, assume 36” door.

55	Install Exterior Door Weather-Stripping (36" Door)	$98 per door

Remove the existing deteriorated weather-stripping from door. Provide and install new pressure type weather-strip and door sweep on exterior doors. Adjust doors to open, close and lock properly. Repair all affected surfaces to match adjacent finishes.

56	Replace Exterior Door, Pre-Hung Assembly (36" x 80" Door)	$845 per door

Remove damaged exterior door and jamb and dispose off-site properly. Provide and install new door and jambs with pre-hung 1 ¾” door assembly. Owner shall select door style from standard available list. Door replacement includes new casings, stucco mold, threshold, weather-stripping, shoe, door sweep and entry and dead bolt locks. Shim and adjust to open, close and lock properly. Comply with lead safe work practices. Repair all affected surfaces to match adjacent finishes. Prime and paint the area to match adjacent surfaces or owner’s choice. Door shall be plumb and square with existing door jamb threshold and frame

57	Replace Exterior Door (36" x 80" Door)	$485 per door

Remove damaged existing exterior door and dispose properly. Provide and install new door. Owner shall select style from standard available list. Door replacement includes new threshold, shoe, weather- stripping, door sweep and entry and dead bolt locks. Trim to fit existing jamb. Shim and adjust to open, close and lock properly. Bid price based upon 36” x 80” door. Repair all affected surfaces to match adjacent finishes. Prime and paint door to match adjacent surfaces or owner’s choice. Door shall be plumb and square with existing door jamb threshold and frame

58	Replace Garage to Home fire door (20 minute fire rated)	$485 per door

Remove deteriorated existing door(s) and haul from site. Install one of the following acceptable doors: solid wood door no less than 1-3/8” thick, a steel door with a solid or honeycomb core no less than 1-3/8” thick, or a door with a 20-minute fire-rating. Owner shall select style from a standard available list. Trim to fit the existing jamb. Adjust to open and close properly with automatic self-closer. Repair affected surfaces to match adjacent finishes. Door installation should include new hinges and lever lockset if needed. Prime and paint the door area to reasonably match the adjacent surface. **Building Permit Required.**

59	Replace Sliding Glass Patio Door	$1,910 per door

Remove the existing sliding glass door and properly dispose of it off-site. Comply with lead safe work practices, making sure to control dust and possible contamination during the removal process. Provide and install new dual glazed vinyl, energy efficient, National Fenestration Rating Council (NFRC)compliant, clear tempered glass, sliding patio door with standard size retrofit frame in the same location and of equal size. Install all required weatherproof materials. If the structure has exterior siding finish, any siding cut for installation must be "toothed" back in with siding so that joints are staggered. Stucco finishes must be blended to match the existing finish. Caulk all junctions of the window and any new material added. Repair all interior and exterior finishes affected by door change to match adjacent finishes and paint all new material to match existing. Sliding door is to have an NFRC certified sticker, new sliding screen door, and locks. If the sliding door is a custom size, the contractor may submit supporting paperwork to justify any substantial cost difference. All price adjustments are subject to approval. **BUILDING PERMIT REQUIRED**

60	Adjust Existing Door (Includes Threshold Hinges and Paint Touch Up)	$90 per door

Adjust door to open, close, and lock properly. Trim any needed areas, top, bottom or sides for even reveal. Repair all affected surfaces to match adjacent finishes. Prime and paint door to match adjacent surfaces. Door shall be plumb and square with existing door jamb threshold and frame

61	Install Dead Bolt Lock	$88 per door

Remove damaged existing dead bolt lock from exterior door and dispose properly. Provide and install new keyed-alike deadbolt lock. Bolt to extend minimum 1” into keeper and securing screws extending a minimum of 1” into 2 x door framing (trimmer). All holes, cracks, divots to be repaired and repainted to a smooth, paint-ready finish. Repair all affected surfaces to match adjacent finish.

62	Install Entrance Lock	$88 per door

Remove damaged existing entrance lock from exterior door and dispose properly. Provide and install new entry lock. Bolt to extend into keeper and securing screws extending a minimum of 1” into 2 x door framing (trimmer). All holes, cracks, divots to be repaired and repainted to a smooth, paint-ready finish. Repair all affected surfaces to match adjacent finish.

63	Install Peephole	$40 per door

Provide all needed materials. Locate desired viewer position. The viewer position should be positioned at eye level. Drill 9/16”/14mm hole through the door. Unscrew door viewer. Place outer tube through door from inside to outside. Threaded tube fits through door from

outside to inside. Screw door viewer together; tighten with flat headed screwdriver inserted into small notches of the viewer facing inside. Repair affected surfaces to match adjacent finishes.

64	Install Self-Closing Hinges to Attached Garage	$90 per door

Provide and install a new Universal Hardware Heavy-Duty Aluminum Residential Closer. Designed for right and left-handed applications. Made for doors weighing between 88 and 144 lbs. with adjustable closing speed to prevent doors from slamming. Installed at standard top-jamb applications. Shall not hold door open. Closer shall be installed on fire rated door between existing dwelling and garage.

65	Replace Garage Door, 1 Car (8' x 7'), with Remote Opener (Attached Only)	$1,375 per door

Remove existing deteriorated garage door and dispose off-site. Provide and install new 4-5 section aluminum overhead garage door complete with stops and all bracing required for installation. Include any framing, trims, or adaption materials. Use medium grade aluminum door as manufactured General Doors Corporation or equal. Paint all new wood trim and the new aluminum doors with two coats of exterior paint to match the rest of the garage surfaces as close as possible.

66	Replace Garage Door, 2 Car, (16' x 7'), with Remote Opener (Attached Only)	$2,175 per door

Remove existing deteriorated garage door and dispose off-site. Provide and install new 4-5 section aluminum overhead garage door complete with stops and all bracing required for installation. Include any framing, trims, or adaption materials. Use medium grade aluminum door as manufactured by General Doors Corporation or equal. Paint all new wood trim and the new aluminum doors with two coats of exterior paint to match the balance of garage surfaces as close as possible.

67	Replace Garage Door, 1 Car (8' x 7'), without Remote Opener (Attached Only)	$1,100 per door

Remove existing deteriorated garage door and dispose off-site. Provide and install new 4-5 section aluminum overhead garage door complete with stops and all bracing required for installation. Include any framing, trims, or adaption materials. Use medium grade aluminum door as manufactured by General Doors Corporation or equal. Paint all new wood trim and the new aluminum doors with two coats of exterior paint to match the rest of the garage surfaces as close as possible.

68	Replace Garage Door, 2 Car, (16' x 7'), without Remote Opener (Attached Only)	$1,850 per door

Remove existing deteriorated garage door and dispose off-site. Provide and install new 4-5 section aluminum overhead garage door complete with stops and all bracing required for installation. Include any framing, trims, or adaption materials. Use medium grade aluminum door as manufactured by General Doors Corporation or equal. Paint all new wood trim and the new aluminum doors with two coats of exterior paint to match the balance of garage surfaces as close as possible.

69	Install Shower Door/Tub Enclosure	$520 per door

Remove existing unit and dispose offsite. Provide and install new shower doors or bath enclosure. Should use aluminum side frames that are secured to walls and sealed with continuous finger smooth silicone caulk. Doors to be tempered glass with side hinged to open out. Bottom to have water guard to prevent leaking.

70	Replace Interior Door (Pre-Hung Assembly)	$425 per door

Remove deteriorated existing interior door and jamb and dispose off-site. Provide and install new paint grade 1 3/8" hollow core door and jambs with pre-hung 1 ¾" door assembly. Owner shall select style from standard available list. Trim to fit existing opening. Adjust to open and close properly. Comply with Lead Safe Work Practices. Obtain required permit. Repair affected surfaces to match adjacent finishes. Door installation is to include new hinges and lever lockset. Prime and paint the area to match adjacent surface. Door shall be plumb and square with existing door jamb threshold and frame.

71	Replace Interior Door	$230 per door

Remove deteriorated existing door(s) and haul from site. Provide and install new paint grade 1 3/8" hollow core door. Owner shall select style from standard available list. Trim to fit existing jamb. Adjust to open and close properly. Repair affected surfaces to match adjacent finishes. Door installation is to include new hinges and lever lockset. Prime and paint the area to match the adjacent surface.

72	Install Interior Privacy Lock	$60 per door

Remove deteriorated existing interior door privacy latch lock. Provide and install new privacy latch, including new keeper on jamb. Fill in and repair any unused holes in jamb and door. Holes larger than
½" wide or long must be filled with wood insert. Repair affected surfaces to match adjacent finishes.

73	Install Interior Passage Lock	$42 per door

Remove existing deteriorated interior door passage lock. Provide and install new passage lock, including new keeper on jamb. Fill in and repair any unused holes in jamb and door. Holes larger than ½" wide or long must be filled with wood insert. Repair affected surfaces

to match adjacent finishes.

WINDOWS

74	Install Quick Release for Window Security Bars (4' x 3' Window)	$320 per window

Provide all needed materials. All work to comply with local building code. Install lock bullets and hinges. Take care to center & level guard on opening. Install guard (hinge side) on center of 2x4 stud and secure hinges with lag screws. To close and level guard center bullets on 2'x4' stud and mark. Important: Drill 7/16" hole straight thru wall at 5/8" vertical offset above or below bullet mark. To insure proper release operation, an accurate alignment between lock body and lock bullet must be made. Angle-drill half way into 2"x4" stud inside wall a 7/16" hole and round off bottom. Install lock bodies on bullets and feed cables thru wall. Seal around lock body hole and mount lock bodies with lag screws at exterior wall. Caution, do not kink cables. Important: Use long cable for upper latch, and short cable for lower latch. Mount cable clamp stand-off on interior wall in the same stud used by lock bodies. Use only one lag screw at this time. The bottom of cable clamp to be approx. 6" above floor. Install aluminum covers with screws and hold cables next to stand-off and mark with file. Mark cable shields approximately ¼" below stand-off. Cut cable shield only (be careful not to damage cable). Use file edge to cut shield coil, remove excess shield. Fasten with cable clamp; caution, do not pinch cables. Remove slack from cables and cut cables equally approximately 4" beyond cable shield. Feed cables through holes at the top of pedal and under clamp on backside. To assemble hinge insert offset bracket into slot of pedal and mount to standoff with lag screw. Raise pedal to highest position and tighten hex nut on back of pedal. Test the release mechanism several times to insure proper operation. The guard should spring free of opening upon actuation, and close easily. Do not slam guard to close. Repair all affected surfaces to match adjacent finishes. **BUILDING PERMIT REQUIRED.**

75	Re-screen Window Screen	$4.50 per square foot

Remove deteriorated existing window screen from window screen frame and dispose properly. Provide and install new metallic insect wire to fit screen frame tightly at all edges. Reinstall window screen to fit tightly in window. Provide and install all required securing devices to hold screens in place (not nails).

76	Install Window Screen Frame	$20 per window

Remove damaged or non-fitting frame for window screen and dispose properly. Provide and install new aluminum frame of proper size to fit window.

77	Re-Glaze Window	$125 per window

Remove old putty and re-glaze. Any bare wood or metal is to be primed before glazing. Glazing putty is to be straight, neat and height of glazing at glass to match interior glazing height. Paint to match. Clean glass after painting.

78	Replace Window Pane	$25 per square foot

Remove existing broken or missing glass. Provide and install new properly sized, proper strength glass. Glaze with oil-based putty. Any wood or metal is to be primed before glazing. Glazing putty is to be straight, neat and height of glazing at glass to match interior glazing height. Paint to match. Clean entire glass windowpane after painting.

79	Replace Sash Cord- Wood Window (Assume 4' x 4')	$115 per window

Remove defective sash cord and dispose off-site. Provide and install new sash cords for both upper and lower sash and make windows easily operable to open, close and lock. Make old sash lock operable or install new sash lock. Use Samson Spot sash cord (or approved equal). Repair and touchup all affected areas to match adjacent surfaces.

80	Replace Double Hung Wood Sash Window (When Historical Home Applies)	$1,150 per window

Carefully remove the existing deteriorated wood sash window and dispose off-site, making sure to control dust from removal process. Provide and install new double hung wood sash window, includes latch. In siding installation cut straight cuts around window to remove old window. Install 4 mil visquien or impregnated felt wrap around each opening extending from inside wall surface to a minimum of 2" under existing exterior finish. If structure has exterior siding finish, any siding cut for installation must be "toothed" back in with siding so joints are staggered. Stucco finishes to be blended to match existing. Caulk all junctions of window and any new material added. Measure and verify all sizes before ordering windows. Repair all interior and exterior finishes affected by window change to match adjacent finishes and paint all new material to match existing. Remove debris and glass from site immediately. Ensure proper operation to open, close and lock. Secure in a weather-tight manner. Comply with lead safe work practices. **BUILDING PERMIT REQUIRED.**

81	Replace Window with Double-Paned Vinyl	$35 per square feet

Remove existing window and dispose off-site, making sure to control dust from removal process. Provide and install new retrofit energy efficient double-paned vinyl window, in same location and of equal size. Install all required weather proof materials. If structure has exterior siding finish, any siding cut for installation must be "toothed" back in with siding so joints are staggered. Stucco finishes to be blended to match existing. Caulk all junctions of window and any new material added. Repair all interior and exterior finishes affected by window change to match adjacent finishes and paint all new material to match existing. Window to have NFRC certified sticker, new window screen, and locks. Comply with lead safe work practices. **BUILDING PERMIT REQUIRED.**

82	Replace Window with Double-Paned Aluminum	$35 per square feet

Remove existing window and dispose off-site, making sure to control dust from removal

process. Provide and install new retrofit energy efficient double-paned aluminum window, in same location and of equal size. Install all required weather proof materials. If structure has exterior siding finish, any siding cut for installation must be "toothed" back in with siding so joints are staggered. Stucco finishes to be blended to match existing. Caulk all junctions of window and any new material added. Repair all interior and exterior finishes affected by window change to match adjacent finishes and paint all new material to match existing. Window to have NFRC certified sticker, new window screen, and locks. Comply with lead safe work practices. **BUILDING PERMIT REQUIRED.**

OTHER INTERIOR REPAIRS

83	Replace Vinyl Tile Flooring	$7.00 per square foot

Remove existing deteriorated floor tiles and haul from site. Clean and prepare surface. Provide and install new 12”x 12” vinyl composite tiles (peel and stick tiles are not acceptable). Use waterproof adhesive. Clean up all excess adhesive. Owner shall choose color and pattern from standard available list.

84	Install Floor Underlayment Vinyl//Tile	$10 per square foot

Remove existing damaged floor covering and haul from site. Provide and install new underlayment minimum 3/8” above sub-floor. Use Sureply or a comparable tri ply underlayment specialty panel board for vinyl flooring. Use cement board for ceramic tile. Attach material to existing sub floor with screws and use adhesive glue as needed. provide proper expansion gaps and seam filler.

85	Replace Ceramic Tile Floor	$20 per square foot

Remove existing damaged ceramic tiles from floor, wall or countertop, and dispose properly. Prepare surface properly with cement base. Provide and install new tiles and water-resistant grout for full coverage of areas affected. Owner shall choose color and pattern of tile from standard available list to match existing as close as possible. Repair affected surfaces to match adjacent finishes. Apply sealer to all repaired grout lines and porous type tiles.

86	Re-Grout Ceramic Tile	$8 per square foot

Remove damaged or deteriorated grout. Provide and install new grout, clean existing ceramic tile areas with non-abrasive, non-acidic solution. Re-caulk or reseal. Repair affected surfaces to match adjacent finishes. Apply sealer to all repaired grout lines.

87	Replace Counter Top (Tile)	$48 per square foot

Remove existing damaged counter top and haul from site. Remove existing sink as needed. Prepare, provide and install new tiles and water resistant grout for full coverage of areas removed. Tile to match existing as close as possible. Properly secure top to base cabinets. Reinstall sink. Apply sealer to all repaired or replaced grout lines and porous type

tiles.

88	Replace Indoor Carpeting	$30 per square yard

Remove and properly dispose of existing damaged carpet. Provide and install FHA approved Nylon/Olefin blend cut pile weave carpet. Install over a matched ½" medium density rebound pad with a minimum of seams. Carpet and padding must meet the Carpet and Rug Institute's Green Label Certification. Stretch carpet to eliminate puckers, scallops and ripples. Include tacking strips, metal edge strips and mending tape to cover entire floor including closets.

89	Wood Base Molding	$6.50 per linear foot

Provide and install matching type baseboard molding around perimeter of room. Moldings to be coped on inside corners and mitered on outside corners. Set all nails below the surface of the molding and fill holes with wood filler. Fill any existing gaps with wood filler. Molding must be tight to wall upon completion. All Carpentry work must be plumb, level and square. All edges must be sanded and free of any splintering or rough cuts.

BUILDING EXTERIOR

90	Replace Porch Floor Boards (T&G)	$28 per square foot

Demolish and remove damaged porch floor, including existing wood/plywood down to joists, and any deteriorated floor joists, and dispose of properly. Provide and install new matching porch floor decking including any needed floor joists and moldings. Use all galvanized nails or screws for installation. Comply with Lead Safe Work Practices. Prime with appropriate primer and apply two coats of latex deck enamel. Apply water resistant seal. Finish color to match adjacent surfaces or owner's choice from standard available list. Clean site disposing of all waste material and debris. All Carpentry work must be plumb, level and square. All edges must be sanded and free of any splintering or rough cuts.

91	Replace Wood Steps	$135 per step

Demolish and remove deteriorated steps and dispose of properly off-site. Provide and install new steps, treads and stringers. Build all riser heights; tread depths and stringers according to building code. Comply with lead safe work practices. Prime and paint the steps with appropriate primers and full coverage vinyl latex deck enamel. Apply water resistant seal. Finish color to match adjacent surfaces or owner's choice from standard available list. Clean site disposing of all waste materials and debris. All Carpentry work must be plumb, level and square. All edges must be sanded and free of any splintering or rough cuts. **Permit is required if rebuilding more than three steps per location.**

92	Replace Wood Siding	$17 per square foot

Remove deteriorated existing wood siding from house and dispose properly. Provide and install new redwood shiplap siding in exact same dimensions. Comply with lead safe work

practices. Prime and paint the area to match existing area as close as possible. All Carpentry work must be plumb, level and square. All edges must be sanded and free of any splintering or rough cuts.

93	Replace Wood Fascia and/or Trim	$12 per linear foot

Remove deteriorated existing fascia or trim from house and dispose properly. Provide and install new fascia or trim in exact same dimensions. Comply with lead safe work practices. Prime and paint the area to match existing area as close as possible. All Carpentry work must be plumb, level and square. All edges must be sanded and free of any splintering or rough cuts.

94	Patch Stucco	$13 per square foot

Provide all needed materials. Remove all loose stucco material and dispose properly. Vee out and patch cracks, holes and any damaged, loose, and deformed stucco using stucco mix. Repair larger areas with “K-lath”, scratch and brown. Finish surface to match adjacent texture. Protect all adjacent surfaces and properties, including soil and landscaping. Comply with lead safe work practices. Clean site properly disposing of waste materials and debris.

95	Replace Foundation Vent or Attic Vent (Assume 18" x 24")	$28 per vent

Remove existing deteriorated foundation vent or attic vent, including mesh screening and frame. Provide and install new minimum ¼” galvanized steel mesh screening and frame sized to fit opening. Raw edges of wire to be concealed. Re-install to fit opening. Ensure tight fit at all edges. Frame to be painted to match existing trim. Or install new retrofit vent to fit opening. Repair and touch up the affected areas to match existing surfaces. All areas that contain a water main, gas meter or other serviceable equipment shall be provided with a hinged latch-able access door.

96	Replace Crawl Space Access Door (18" x 24")	$55 per door

Remove existing deteriorated crawl space cover door, including mesh screening and frame. Provide and install new minimum ¼” galvanized steel mesh screening and frame sized to fit opening. Raw edges of wire to be concealed. Re-install to fit opening. Ensure tight fit at all edges. Install hinges and latch on access doors. Frame to be painted to match existing trim. Or install new retrofit crawl space cover to fit opening. Repair and touch up affected areas to match existing surfaces. All areas that contain a water main, gas meter or other serviceable equipment shall be provided with a hinged latch-able access door.

97	Replace Rain Gutters (3" Metal)	$14 per linear foot

Remove existing deteriorated downspout/gutter and dispose properly. Provide and install new galvanized steel downspout/gutter of same type. Secure to structure using manufacturer’s installation instructions with straps and approved fasteners or screws of

sufficient length to penetrate wood for 2/3" length of screw. Prime and paint the area to match existing trim or owner's choice of color from standard available list.

OTHER EXTERIOR REPAIRS

98	Replace Wood Fencing	$55 per linear foot

Remove existing deteriorated fencing and dispose off-site. Provide and install 6'-0" high redwood stockade fence in a straight line, top to be level, bottom to match grade to the extent possible. Fence to have round galvanized posts, or 4" X 4" posts, spaced accordingly, set in concrete. Install top and bottom rails to be 2"x 4" on edge between posts. Plumb posts and level rails. Use galvanized nails or screws on all construction. Stain and seal in owner's choice of color from standard available list. Install new fence in exact same location as existing.

99	Replace Wood Gate	$440 per gate

Remove existing deteriorated gate from site and dispose properly. Provide and install new 6'x 42" redwood gate set between two 4"x 4" posts set in concrete. Plumb post and level rails. Use galvanized nails or screws on all construction. Include latch and lock. Stain and seal in owner's choice of color from standard available list.

100	Replace Outdoor Carpeting	$20 per square yard

Remove existing deteriorated outdoor carpeting and dispose off-site. Provide and install new carpet on exterior porch and stairs. Color to be owner's choice from standard available list.

101	Replace Broken Concrete	$18.50 per square foot

Remove and replace damaged sections of concrete. Properly grade and form area for installation of new concrete. Pour new concrete minimum 2500 psi and finish to match existing concrete as close as possible. Dispose of damaged sections of concrete in the proper manner.

EXTERIOR PAINTING

102	Paint Exterior	$2.55 per square foot

Provide all needed materials. Prepare, prime and paint surfaces, which may include mobile home, wood house, wood garage, stucco house, stucco garage, wood trim, windows, doors, overhangs, eaves, decks, fences, porch floors, steps, rails, block walls, security bars, security doors, awnings, walkways, driveways, and other exterior areas of home. Remove loose/flaking paint – old paint will not all be completely removed. Protect all openings from water entry. Clean all surfaces with TSP or other approved cleaners. Secure any loose trim and caulk/patch cracks and holes. Remove all unused attachments (screws, nails, etc). Neatly caulk all intersections of siding with windows and doors and other

dissimilar materials, siding horizontal joints are not to be caulked. Comply with lead safe work practices. Prime and paint using premium paint appropriate to the surface. Apply in accordance with paint manufacturer's written instructions. If spray equipment used, application surfaces to be back brushed (mobile home). Do not allow paint on sliding track areas. Use linseed oil on any bare wood track surfaces. Owner will select colors (no more than 2) from standard available list. Protect all adjacent surfaces and properties, including soil and landscaping, at all times from overspray, drips, old paint debris and other painting materials. Check to ensure windows and doors operate properly after painting. Clean site properly disposing of waste materials and debris.

INTERIOR PAINTING & WALL REPAIRS
(ALL INTERIOR PAINT MUST CONTAIN LOW VOLATILE ORGANIC COMPOUNDS)

103	Paint Wall	$100 per wall

Provide all needed materials. Patch and prepare all applicable surfaces by cleaning, remove loose/flaking paint from all walls, ceiling and trim, removing excess extending nails/screws, and filling holes and depressions in all walls, ceiling and trim. Floors and furnishings to be protected, dust controlled, and furniture moved if necessary. Comply with lead safe work practices. Painted hardware, where it is to be repainted, is acceptable. Prime and paint all walls and ceiling using premium flat or eggshell latex paint, or semi-gloss in kitchens and bathrooms. Prime and paint trim using premium semi- gloss. Owner may select colors from standard available list. Clean site properly disposing of waste materials and debris. Rate assumes no closets or doors, that defective paint (if any) does not exceed two square feet.

104	Paint Room (Approximately 12' x 12')	$385 per room

Provide all needed materials. Patch and prepare all applicable surfaces by cleaning, remove loose/flaking paint from all walls, ceiling and trim, removing excess extending nails/screws, and filling holes and depressions in all walls, ceiling and trim. Floors and furnishings to be protected, dust controlled, and furniture moved if necessary. Comply with lead safe work practices. Painted hardware, where it is to be repainted, is acceptable. Prime and paint all walls and ceiling using premium flat or eggshell latex paint, or semi-gloss in kitchens and bathrooms. Prime and paint trim using premium semi- gloss. Owner may select colors from standard available list. Clean site properly disposing of waste materials and debris. Rate assumes no closets or doors, that defective paint (if any) does not exceed two square feet.

105	Paint Closet (2' x 7')	$185 per closet

Provide all needed materials. Patch and prepare all applicable surfaces by cleaning, removing loose/flaking paint on all walls, ceiling and trim, removing of unneeded extending nails/screws, and filling holes and depressions in walls and trim. Floors and furnishings to be protected and dust controlled. Comply with lead safe work practices. Painted hardware, where it is to be repainted, is acceptable. Prime and paint walls and ceiling using premium flat or eggshell latex paint. Prime and paint trim using premium semi-gloss. Color to be

chosen by owner from standard available list. Site is to be left clean with proper disposal of waste materials and debris. Bid rate assumes defective paint (if any) does not exceed two square feet.

106	Paint Ceiling	$165.00 per ceiling

Provide all needed materials. Patch and prepare by cleaning, removing loose/flaking paint, removing of unneeded extending nails/screws, and filing holes and depressions on ceiling surface. Floors and furnishings to be protected, dust controlled, and furniture moved if necessary. Comply with lead safe work practices. Prime and paint using premium flat or eggshell latex paint, and using eggshell or semi- gloss in kitchens and bathrooms. Color to be chosen by owner from standard available list. Clean site properly disposing of waste materials and debris. Rate applies when defective paint (if any) does not exceed two square feet.

107	Paint Door (3' X 7')	$100 per door

Provide all needed materials. Patch and prepare all applicable surfaces by cleaning, removing loose/flaking paint on door and trim, removing of unneeded extending nails/screws and filling holes and depressions. Floors and furnishings to be protected and dust controlled. Comply with lead safe work practices. Painted hardware, where it is to be repainted, is acceptable. Prime and paint both sides of door and trim using semi-gloss paint. Color to be chosen by owner from standard available list. Clean site properly disposing of waste materials and debris.

108	Patch Plaster	$20 per square foot

Provide all needed materials. Remove loose plaster and/or secure loose slabs to lath and framing using appropriate screws and washers. Fill deep voids with two coats of plaster patch. Smooth and finish area to match adjacent surfaces. Protect surrounding areas as necessary. Comply with lead safe work practices. Clean site properly disposing of waste materials and debris.

109	Replace Drywall (5/8")	$10 per square foot

Cut out and remove all damaged areas and dispose properly. Provide and install new drywall. Attach to the framing with approved fasteners, flush to adjacent wall surfaces. All outside corners receive metal corner beads, joints to occur at supports, tape and finish joints and fastener heads. Finish area to match adjacent surfaces. Protect surrounding areas as necessary. Comply with lead safe work practices. Clean site properly disposing of waste materials and debris.

NON-SCHEDULED REPAIRS

110	Miscellaneous Labor Rate	$38 per hour

Hourly rate for work performed not listed on the Fee Schedule shall be $38.00 per hour. In order for approval a detailed breakdown of all non-Fee Schedule related work must be

included with any Application or Change Order submitted. This will justify all miscellaneous billable hours.

111	Miscellaneous Electrical Repair Rate	$44 per hour

Perform minor electrical repairs that are not listed in the Fee Schedule, but needed in order to make an installation code compliant or to restore functionality of an existing electrical system. **Electrical permit is required**. Some repairs may include, but are not limited to, repairing damaged wiring, minor troubleshooting, relocation of a junction box, and installing weatherproof raintight materials for existing outdoor devices. Repair all affected surfaces to reasonably match adjacent finishes. Submit a breakdown of hours needed for each repair if more than one repair is needed. Contractors are responsible for ensuring electrical work is **code compliant and performed by qualified individuals.**

112	Miscellaneous Plumbing Repair Rate	$44 per hour

Perform minor plumbing related repairs that are not listed in the Fee Schedule, but required in order to make an installation code compliant and safe. Some examples of repairs not listed on fee schedule include, but are not limited to repairing leaky pipes, relocation of a fixture, unclog drain, and replacement of a leaky or frozen valve. Submit a breakdown of hours needed for each repair if more than one repair is needed. Repair all affected surfaces to reasonably match adjacent finishes. Contractor is responsible for **determining if a building permit is required** and that all **work is code compliant** and performed by **qualified individuals.**

113	Miscellaneous Carpentry Repair Rate	$44 per hour

Perform carpentry repairs that are not listed in the Fee Schedule but are required in order to make an installation code compliant or to repair the integrity of the existing structure. Some repairs may include, but are not limited to, replacing deteriorated wood that is essential for the integrity to any part of the home, replacing floor joists, repairing support beams, framing or any other skilled carpentry tasks. Submit a breakdown of hours needed for each repair if more than one repair is needed. Repair all affected surfaces to reasonably match adjacent finishes. **Contractor is responsible for determining if a building permit is required** and ensuring that all carpentry work is **code compliant** and performed by a **qualified individual**.

114	Debris Removal	$320 per hour

Removal of debris from client home. This does not include removal of items related directly to any of the planned repairs that were performed. All trash and debris will be removed from the affected area and swept clean. Contractor is responsible for ensuring that no toxic materials and similar items are improperly or illegally disposed of.

NOTE:

For cost of labor and materials not listed in this Fee Schedule, contractor shall either a) submit 3 quotes for approval prior to performance of repair services or b) provide written receipts for materials purchased after completion of service including cost of labor. The quotations and receipts will be reviewed by LAHD for reasonable and fair cost before payment is approved. At no time shall construction costs exceed industry standards. Acceptable resources are most current official publications of contractors' pricing guides. **Overhead and Profit will be paid at a maximum rate of 10% + 10% for a total of 20% on all approved quotes.**

It is the Contractor's responsibility to ensure that all work is performed in accordance with the

Los Angeles Department of building and Safety and follow all applicable building codes. Building Permits that are required and not listed in the Fee Schedule must be obtained by the Contractor. Failure to obtain required permits will result in non-payment of work performed until all permits are obtained and signed off as completed.

CITY OF LOS ANGELES
STANDARD LANGUAGE
COMMUNITY DEVELOPMENT BLOCK GRANT

Agreement No.	C-
Project Title:	Handyworker Program
Contractor:	Coalition for Responsible Community Development
Type of Organization:	A California Non-Profit Corporation
Corporate Number:	C2699549
Unique Entity Identification (UEID) Number:	ML7DAKLHL8C4
CFDA Number:	CDBG 14.218
Federal Award Identification Number (FAIN):	B-25-MC-06-0523
Federal Award Date:	TBA
Research and Development Award:	Yes ☐ No ☒

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AGREEMENT

THIS AGREEMENT is entered into between the City of Los Angeles ("City"), a municipal corporation, and Coalition for Responsible Community Development ("Contractor"), a California for non-profit corporation, for the provision of services related to the Handyworker Program with reference to the following:

RECITALS

WHEREAS, the City has entered into a Grant Agreement with the U. S. Department of Housing and Urban Development, ("Grantor" or "HUD"), to address the needs of the City, and the Grantor has awarded Community Development Block Grant ("CDBG") funds to the City for this purpose; and

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

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

WHEREAS, the Handyworker Program that is the subject of this Agreement, has been established by the City as one of the above described programs, and has been funded in the LAHD budget by HUD pursuant to the CDBG Funds; and

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

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

WHEREAS, on April 28, 2025, the City released a Request for Proposals (RFP) to solicit qualified firms to provide assistance to eligible homeowners to correct health and safety hazards by providing free, minor home repairs, accessibility improvements, and installation of safety devices as part of the Handyworker Program (hereinafter, the "Program"), and the Contractor submitted and was awarded a contract pursuant the RFP; and

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number ##-#### approved Month Day, 2025 and Month Day, 2025, respectively), which authorizes the General Manager of LAHD to prepare and execute the Agreement.

[Remainder of page intentionally left blank.]

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

1. INTRODUCTION

§101 TERMS OF AGREEMENT

This Agreement including all exhibits and attachments, including, but not limited to, the Standard Provisions for City Contracts, which is attached hereto as Exhibit "A" and incorporated herein by reference, shall constitute the terms of this Agreement.

§102 NOTICES

The parties to whom formal notices, demands and communications shall be forwarded are as follows:

A. The City, represented by:

Tiena Johnson Hall, General Manager
Los Angeles Housing Department
1910 West Sunset Blvd, 3rd Floor
Los Angeles, CA 90026

With copies to:

Yaneli Ruiz, Director – Housing Development Bureau, Handyworker Program
Los Angeles Housing Department
1910 West Sunset Blvd, 3rd Floor
Los Angeles, CA 90026

B. The Contractor, represented by:

Mark Wilson, President & CEO
Coalition for Responsible Community Development
3101 South Grand Avenue
Los Angeles, CA 90007
mwilson@coalitionrcd.org

§103 SERVICE OF NOTICES

A. The City's representative as stated above is the party authorized to provide written approvals by City to Contractor in reference to matters addressed in this Agreement.

B. Formal notices, demands, and communications required by this Agreement to be given by either party shall be made in writing and may be delivered personally or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

C. If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of the change in accordance with this section within five (5) days of the change.

§104 CONDITIONS PRECEDENT TO THE EXECUTION OF THIS AGREEMENT

Prior to execution of this Agreement, Contractor shall provide the City with the documents listed below. Contractor shall provide immediate updates to these documents to the City during the Term hereof in the event that the information changes.

A. If the City has approved the advancement of CDBG funds to Contractor, advance payment requests shall comply with 2 CFR § 200.305.

B. An Affirmative Action Plan in accordance with §503, herein.

C. Resolutions of Executorial Authority or other corporate actions of the Contractor's Board of Directors, properly attested or certified, which specify the name(s) of the person(s) authorized to obligate Contractor and execute contractual documents. If the authorized person is someone other than Contractor's Corporate President, then Contractor shall also submit a copy of a signature specimen(s) on a form provided by the City.

D. A current and valid license to do business in the City of Los Angeles. Contractor represents that it has obtained and presently holds the Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, §21.00, *et seq*., of the Los Angeles Municipal Code). For the term of this Agreement, Contractor shall maintain, or obtain as necessary, all Certificates required of it under the Business Tax Ordinance and shall not allow the Certificates to be revoked or suspended.

E. An Internal Revenue Service taxpayer identification number.

F. Insurance Certificates - The requirements and instructions for completing, executing, and submitting evidence of insurance to the City are set forth in the City's Insurance Requirements, attached hereto as Exhibit B and incorporated herein by reference, and more fully described in §502 herein below.

G. A Certification Regarding Notice of Prohibition Against Retaliation attached hereto as Exhibit "C" and incorporated herein by reference. Contractor shall comply with the requirements of the Notice of Prohibition Against Retaliation as it relates to the Living Wage Ordinance in accordance with PSC – 28 of the Standard Provisions for City Contracts.

H. A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, fully executed in accordance with Executive Orders 12549 and 12689, and 29 CFR Parts 97.35 and 98.510, and attached hereto as Exhibit "D" and incorporated herein by reference.

I. A Certification Regarding Lobbying, fully executed in accordance with City Directive 91-3 (July 27, 1990) and attached hereto as Exhibit "E" and incorporated herein by reference. Contractor shall comply with all provisions of 31 USC §1352 *et seq*. and 29 CFR Part 93.

J. A Management Representation Statement fully executed in accordance with City's fiscal policies and attached hereto as Exhibit "F" and incorporated herein by reference.

K. A Contractor Responsibility Ordinance Questionnaire in accordance with PSC – 31 of the Standard Provisions for City Contracts and Los Angeles Administrative Code §10.40 *et seq*.

L. Compliance with, and/or completion of, an Equal Benefits Ordinance Affidavit (in accordance with PSC – 26 of the Standard Provisions for City Contracts and Los Angeles Administrative Code §10.8.3); a Disclosure Ordinance Affidavit setting forth the requirements of the Slavery Disclosure Ordinance (in accordance with PSC – 33 of the Standard Provisions for City Contracts); a First Source Hiring Ordinance Affidavit (in accordance with PSC – 34 of the Standard Provisions for City Contracts and Los Angeles Administrative Code §10.44 *et seq*.); and a Disclosure of Border Wall Contracting Ordinance Affidavit (in accordance with §508 of this Agreement and as set forth in Los Angeles Administrative Code §10.41 *et seq*. and the Los Angeles Administrative Code §10.50, respectively), all of which are available on the City of Los Angeles' Regional Alliance Marketplace for Procurement ("RAMP") at www.rampla.org.

§105 CONTRACTOR'S ADMINISTRATIVE AND PERSONNEL DOCUMENTS

Contractor warrants that it has adopted, shall retain, and make available upon request from the City, the following documents and their amendments, if any:

A. Contractor's Financial and Accounting Procedures, which incorporate Generally Accepted Accounting Principles (GAAP) including, but not limited to, the preparation and submission of invoices, reconciliation of cash on-hand and earnings with City records, reporting and tracking of customer activity and earnings, repayment of unearned funds, preparation for the resolution of audits and inspections, inventory control, reporting and tracking of program income.

B. Contractor's Personnel Policy, which incorporates due process protection and standard personnel procedures, and which the Contractor agrees to abide by in the performance of this Agreement.

C. Agreements with Other Funding Sources: A copy of any agreements between Contractor and other public or private organizations that directly impact the activities funded under this Agreement shall be kept on file at Contractor's offices and be provided to the City upon Agreement execution. Contractor shall also notify City of any default, termination, or finding of disallowed costs under these agreements. Contractor warrants that no other funding source will be billed for services that are provided and paid for by the City under this Agreement.

D. Board of Director's meeting minutes.

§106 CONTRACTOR'S DUTY TO NOTIFY CITY OF CHANGES

A. Contractor agrees to provide the City sixty (60) days advance written notice of any facts that may materially affect the performance of this Agreement or impact the City's decision to continue this Agreement with the Contractor. Among the items to be disclosed are an amendment to its Articles of Incorporation or Bylaws, move to dissolve or transfer any assets derived from funds provided under §301 herein, negotiations leading to the sale, merger or acquisition of Contractor; debarment or contract termination by any other public entity and/or any final audit findings regarding Contractor's administration of any contract with public funds.

B. Contractor shall notify the City within five (5) days of changes affecting this Agreement including actions that would change Contractor's legal status, any action that may materially change the performance of the Scope of Work (i.e., bankruptcy) and/or a change in Contractor's corporate name.

2. TERM, SCOPE OF WORK, BUDGET AND PROJECT ELIGIBILITY

§201 TIME OF PERFORMANCE

A. The term of this Agreement shall be from **January 1, 2026** to **September 30, 2026**, with the option to renew for up to two (2) additional one-year terms, and any additional time as may be necessary to close out activities, provided that said term is subject to the provisions of this Agreement ("Term"). Performance shall not commence until the City has approved all of the required documents described hereinabove, and is in receipt of those and/or other documents as described herein.

B. The City may, at its discretion, agree to extend the Term and/or provide additional funds to Contractor. Funding for contract extensions will be based on the availability to the City of state and/or federal funds and upon the Contractor's successful performance of all terms of this Agreement.

§202 SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY

The Contractor shall provide contractual services, which are supported by the work task schedule identified in Exhibit G – Scope of Work and Exhibit J - Professional Fee Schedule, both of which are attached and incorporated herein. All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to §301.

The detailed Scope of Work is attached hereto as Exhibit "G" and incorporated herein by reference. Contractor shall complete the Scope of Work during the Term, except as otherwise provided herein.

§203 BUDGET

Contractor shall submit to the City for approval prior to the disbursement of any funds hereunder a proposed Budget. The Budget shall be prepared in accordance with the budget guidelines to be provided by the City. The Budget is a detailed listing of items for expenditure and scope of service(s) under the terms herein. The Budget shall be submitted with all backup documentation as required and/or a cost allocation plan, if necessary and appropriate. All requests to modify the Budget must be made in writing and must be approved in writing by the City. The Budget shall also describe all subcontractor services to be used by the Contractor and the payment procedures for subcontractors.

§204 IDENTIFICATION OF PROJECT ELIGIBILITY/NATIONAL OBJECTIVES

A. This program is eligible under 24 CFR 570 *et seq*. as follows (indicate all appropriate letters and sub-numbers, project may be eligible under several criteria):

201 (a-q) ___e___ 204 (a) ___X___

202 (a-c) _____ 205 (a) _____

203 (a-c) _____ 206 (a-h) _____

B. All programs funded with CDBG funds must meet one of three national objectives. This project meets the following national objective (check only one):

1.__X__ Activities benefiting very low and low income persons under 24 CFR 570.208 (a)

a. _____ Area-wide benefit project affecting _____ percent very low and low income persons as indicated in the 2010 census.

b. _____ Limited-Clientele activities: 570.208(a)(2): A __; B __; C __; D __

c. _____ Housing activities

d. _____ Job Creation/Retention activities that are designed to create or retain jobs for at least 51% very low and low income persons.

2._____ Activities which aid in the prevention or elimination of slums or blight, under 24 CFR 570.208 (b).

a. _____ Activity is located in a slum or blighted area, which has been (check one):

_____ designated as a Redevelopment Project Area;

List conditions of slum or blight to be addressed by the project. (Complete only for projects qualifying under 570.208 (b)(1), prevention or elimination of slums or blight.)

b. _____ Activity is located outside a slum or blighted area, but qualifies under spot slum and blight conditions.

c. _____ Activity will address slum or blight in an urban renewal/ redevelopment area.

3._____ Activities designed to meet community development needs having a particular urgency, under 24 CFR 570.208 (c).

C. Contractor, during the Term, shall not perform services, or otherwise engage in any activities, that are not consistent with the national objective and project eligibility. Should the City determine that Contractor has performed services or otherwise engaged in activities not in furtherance of the national objective and/or project eligibility, then the City may disallow payment for such services/activities, terminate this Agreement and/or take any other actions as authorized herein.

3. COMPENSATION

§301 CONTRACTOR COMPENSATION

A. Compensation

1. The City shall pay Contractor an amount not to exceed **Two Hundred Eighteen Thousand Seven Hundred Seventy-Three Dollars and Seven Cents ($218,773.07)**, for the complete and satisfactory performance of the Scope of Work (*See* Exhibit G, which is incorporated herein by reference) and in accordance with the Professional Fee Schedule (*See* Exhibit J, which is incorporated herein by reference). These funds shall be allocated from Community Development Block Grant (CDBG) funds. Contractor's right to receive compensation is conditioned upon approval of the Budget by the City, compliance with the City's indemnification and insurance requirements, satisfactory performance of the Scope of Work, and compliance with the terms and conditions contained herein.

2. In no event shall the final expenditures for the Term exceed the total compensation set forth above except as provided for by an amendment to this Agreement.

3. Contractor's reimbursement for expenses incurred in the performance of the Scope of Work shall be made only upon acceptance by the City of the Contractor's invoice and supporting documentation as described in the Reporting Requirements, Section 601 herein below.

4. Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, orders, or other accounting documents shall be clearly identified and readily accessible. Undocumented expenditures shall not be paid under this Agreement.

5. The City shall pay Contractor for salaries and eligible, allowable, and reasonable expenses as detailed in the approved Budget.

6. Contractor shall be paid either on a cost reimbursement or advance basis. If the Contractor were to receive advance funds, it shall comply with all contract and regulatory requirements for safeguarding advance funds including 2 CFR § 200.305. Request for advance payment basis is subject to City approval. A Contractor on a cost reimbursement basis of payment shall be paid by the City only upon reporting of actual costs incurred.

B. Funding of Agreement

Funding for the Scope of Work and Budget is subject to the continuing availability of funds for this program. This Agreement may be terminated immediately upon written notice to Contractor of a loss or reduction of grant funds.

C. Payment to the Contractor

1. The City makes no commitment to fund this project beyond the initial Term of this Agreement. The City shall review Contractor's performance on a periodic basis. In the event the City determines that Contractor is not meeting its proposed performance measures, the City may unilaterally reduce the compensation set forth above in compliance with the provisions set forth in this Agreement, upon written notice to Contractor and as set forth by a written amendment.

2. Contractor shall be reimbursed for reasonable and allowable expenses incurred. Unless Contractor has been approved to receive advance payments, all payments shall be on reimbursement basis. Contractors who are on an advance payment plan authorized by the City as described in the Budget shall bill the City for all reasonable and allowable costs incurred.

3. Contractors not receiving advance payment plan shall request reimbursements by submitting the cash request, monthly expenditure report and all other documentation, as required by City. Contractor shall be reimbursed after City has received the monthly expenditure report and all other required documents and after City determines that Contractor has incurred and expended funds for reasonable and allowable costs under this Agreement.

4. Reasonable and allowable costs shall be determined pursuant to the Allowable and Unallowable Cost section herein.

D. Stand-In Costs: Contractor shall identify, document, and account for stand-in costs in accordance with the Department's guidelines.

E. Profit: Contractor shall comply with any City Directives regarding profit or return on investment.

F. Indirect Costs: For purposes of allocating indirect costs, contractors may use current negotiated indirect cost rates that have been approved by a cognizant federal agency. Contractor shall submit a copy of the approval letter from the cognizant agency. The Contractor may elect to use the 10 percent de minimis rate, if the Agency does not have an approved indirect cost rate as permitted under 45 CFR § 75.414(f) and 2 CFR § 200.414(f).

G. Applicable Discounts: Contractor warrants that any applicable discounts have been included in the costs billed to the City.

H. Concurrent Enrollment: If the Contractor is serving customers, concurrently utilizing more than one funding stream, the Contractor is responsible for tracking the services delivered and the expenditures reported to ensure that services and expenditures are not duplicated.

I. Overtime Work: Contractor is responsible for the efficient and effective administration of the Federal award through the application of sound management practices. The approved Budget for this Agreement does not include any line item for overtime work. Any overtime expenditures incurred by Contractor shall not be reimbursed through this Agreement.

J. Travel: Travel must be approved in advance by the City and included in the Budget. Contractor shall be compensated for its reasonable travel expenses incurred in the performance of the Scope of Work and in compliance with 2 C.F.R §200.475.

K. Reallocation of Funds: City reserves the right to unilaterally decrease funds allocated to Contractor in the event that the City determines that (i) Contractor has failed to provide adequate services as required in this Agreement, (ii) Contractor, based on its spending pattern as evidenced by invoices submitted, will have unexpended funds at the end of the Term, or (iii) City determines that a reallocation of funds would better meet program objectives. Such reallocation of funds may be by written amendment to this Agreement or unilaterally imposed by the City by written notice to Contractor.

4. METHODS AND PROCEDURES GOVERNING PAYMENT

§401 WITHHELD PAYMENTS

A. Unearned payments under this Agreement may be suspended or not released if funds granted to the City are suspended or terminated.

B. The City has the authority to withhold funds under this Agreement pending a final determination by the City of questioned expenditures or indebtedness to the City arising from past or present agreements between the City and the Contractor. Upon final determination by the City of disallowed expenditures or indebtedness, the City may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld earned funds.

C. In the event of a final determination of disallowed costs or a determination of unearned grant funds by either the City, the State, or Grantor, Contractor agrees that it shall pay to the City in non-federal funds, the amount of the final disallowance within thirty (30) days of receipt of notice from the City that such funds are due.

D. Payments to the Contractor may be unilaterally withheld or reduced by the City if the Contractor fails to comply with the provisions contained herein.

§402 FUNDS EARNED PRIOR TO THE COMMENCEMENT OF THIS AGREEMENT

Contractor shall not earn funds provided hereunder prior to the commencement or after the end of the Term. Contractor shall not earn funds subsequent to suspension or termination of this Agreement.

§403 ALLOWABLE AND UNALLOWABLE COSTS

A. To be eligible for payment, costs or expenditures must be made in compliance with the terms herein, and the provisions of 2 C.F.R Part 200, and set forth below:

1. Be necessary and reasonable for the proper and efficient performance of the Scope of Work and in accordance with the Budget; the City shall have final authority to determine in good faith whether an expenditure is necessary and reasonable.

2. Conform to the limitations within these general conditions and to any governing statutes, regulations and ordinances.

3. Be fully documented and determined in accordance with GAAP.

4. Not be included as a cost or used to meet cost sharing or matching requirements for any other government funding source in either the current or a prior period, except when permitted by the respective government funding sources.

B. The following costs, among others, are specifically disallowed:

1. Bad Debts: Any losses arising from un-collectible accounts and other claims, and related costs.

2. Contingencies: Contributions to a contingency reserve or any similar provisions for unforeseen events.

3. Contributions and donations.

4. Entertainment: Costs of amusements, social activities and incidental costs, such as meals, beverages, lodging and gratuities relating to entertainment, or any political or lobbying activity.

5. Fines and Penalties: Costs resulting from violations of, or failure to comply with federal, State, and local laws and regulations.

6. Interest and Other Financial Costs: Interest or borrowings (however represented), bond discounts, cost of financing and refinancing operations, and legal and professional fees paid in connection therewith.

7. Membership Expenses: Costs of membership in any organization that devotes a substantial part of its activities to influencing legislation.

8. Meeting Attendance: Costs of attending meetings directly related to the performance of this Agreement that are not open for attendance on a non-segregated basis.

9. Non-competitive Subcontracts: Payments under a subcontract not obtained under competitive bidding procedures unless specifically waived in writing by the City.

10. Insurance policies offering protection against debts established by the federal government.

11. Costs prohibited by §200.450 include Lobbying or costs related to any activity designed to influence legislation or appropriations pending before the Congress of the United States.

12. Advancements or reimbursements for expenditures that are determined by the City to be unallowable must be immediately returned to the City.

13. Grant funds may not be used to supplant existing services.

§404 PROGRAM INCOME

A. Program income is defined as income earned through the activities funded hereby and as set forth in 2 CFR 200.80 and 200.307. Program income includes, but is not limited to, grants, fees that duplicate payments, average daily attendance payments earned through program funded activities, and public or nonprofit agency revenues in excess of contract costs.

B. Interest earned on advances received by Contractor is program income. All interest earned must be reported as part of the Contractor's monthly expenditure report and must be returned to the City quarterly by separate check made payable to the City and which identifies that the amount represents interest earned on advanced funds.

C. Any program income must be reported to the City on the expenditure report, and must be returned to the City in accordance with the City's written direction to the Contractor. At the City's discretion, program income may be used to augment the Contractor's program. Use of program income is permitted only by written amendment to this Agreement. Should this use of program income be approved, Contractor shall maintain records in support of all earnings and expenditures relating to the use of those funds in accordance with City record retention and audit requirements. The City shall monitor Contractor's compliance with all program income requirements.

D. Contractor's failure to comply fully with program income requirements including any City Directives or regulations shall result in findings of disallowed costs.

§405 RETURN OF PROGRAM INCOME

Contractor shall, within forty-five (45) days of the end of the Term, transmit to the City any, and all, remaining program income directly generated by funds provided hereby.

§406 RETURN OF UNEXPENDED FUNDS AND CLOSEOUTS

A. Contractor agrees that upon either the completion or termination of this Agreement any unexpended funds, whether advances, interest earned on advances or unearned funds, shall be immediately returned to the City and in no event later than forty-five (45) days after completion or termination.

B. Contractor shall submit a complete and accurate final closeout invoice of costs and reimbursements for services performed hereby to the City within forty-five (45) days following the termination or completion of this Agreement. Failure by Contractor to comply with the 45-day requirement may result in a unilateral close-out by the City based on previous invoices filed with the City, and/or the imposition of sanctions as specified herein. Requests for payment after the 45 days shall not be paid by the City.

§407 VALIDITY OF FINANCIAL DOCUMENTATION SUBMISSIONS

Financial reports submitted to the City shall be accurate and correct in all respects. Should inaccurate reports be submitted to the City, the City may elect to have the Contractor secure the services of a licensed accounting firm. Cost of such accounting services are to be borne by the Contractor and are not to be reimbursed from the funds authorized hereby unless specifically agreed to between Contractor and the City by written amendment.

5. STANDARD PROVISIONS

Any conflict(s) in the provisions/terms contained in this Agreement are to be resolved by applying the more restrictive provision/term(s). The term "Contract" as used in the Standard Provisions for City Contracts, Exhibit A, shall include this Agreement.

§501 AMERICANS WITH DISABILITIES ACT

In implementing this Agreement, Contractor represents and certifies that it will:

A. 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. Not discriminate in the provision of its programs, services or activities 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. Provide reasonable accommodation upon request to ensure equal access to all of its programs, services and activities.

Contractor represents and certifies that any construction for housing performed with funds provided through this Agreement will be done in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40.

Contractor represents and certifies that its buildings, and facilities used to provide services in accordance with this Agreement, 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 the City is relying upon these certifications and representations as a condition to funding this Agreement.

Contractor will require its subcontractors, if any, to include this language in any subcontract.

§502 INSURANCE

A. General Conditions

During the Term and without limiting Contractor's duty of indemnification herein, Contractor shall provide and maintain at its own expense a program of insurance having coverage and limits customarily carried and actually arranged by the Contractor but not less than the amounts and types listed on the Required Insurance and Minimum Limits Sheet (Form Gen. 146) in Exhibit B hereto, covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with instructions set forth on the City of Los Angeles–Instructions and Information On Complying With City Insurance Requirements (Revised 05/18) document, and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interest May Appear, respectively, when such status is appropriate and available depending on the nature of applicable coverage; 2) provide City at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at option of the insurer; and 3) be primary with respect to City's insurance plan. Except when City is a named insured, Contractor's insurance is not expected to respond to claims which may arise from acts or omissions of the City.

§503 NONDISCRIMINATION AND AFFIRMATIVE ACTION

A. The Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, the Contractor shall not discriminate in its employment practices, including compensation, against any employee or applicant for employment, because of such person's race, religion, national origin, ancestry, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, marital status, domestic partner status, pregnancy, childbirth and related medical conditions, citizenship and political affiliation or belief.

B. The Contractor shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of One Thousand Dollars ($1,000), Contractor shall comply with the Equal Employment Practices provisions of Los Angeles Administrative Code Section 10.8.3, in which event said provisions are incorporated herein by this reference. If this Agreement contains a consideration in excess of Twenty-Five Thousand Dollars ($25,000), the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code Section 10.8.4, in which event said provisions are incorporated herein by this reference. The Contractor shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action.

C. Any subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this section.

D. No person shall on the grounds of race, religion, national origin, ancestry, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, marital status, domestic partner status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this program/project. For purposes of this Section, Title 24 Code of Federal Regulations Part 107 and Section 570.601(b) defines specific discriminatory actions that are prohibited and corrective action that shall be taken in a situation as defined therein.

E. Contractor agrees to adhere to the Non-Discrimination/Equal Employment Practices ("ND/EEP") and Affirmative Action ("AA") program provisions during the entire duration of this contract. Contractor acknowledges its responsibility to comply with any and all ND/EEP and AA provisions as set forth in the applicable statutes, ordinances, rules, regulations, and/or laws.

§504 CONFLICT OF INTEREST

A. No City-funded Employees as Board Members

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

B. Code of Conduct

1. The City requires that all contractors/subcontractors adopt a Code of Conduct which at minimum reflects the constraints discussed in LAHD Directive Number FY 12-0001 ("Directive FY12-0001"). A copy of Directive FY12-0001 has been provided to the Contractor by LAHD and Contractor acknowledges receipt of Directive FY12-0001. No agreements and/or amendments will be executed without City approval of this Code of Conduct.

2. Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

C. Conflict of Interest

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

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

   a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;

   b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

   c. The participation of such a person would be prohibited by the California Political Reform Act (California Government Code §87100 *et seq*.) if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

3. Definitions:

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

   b. The term "financial or other interest" includes, but is not limited to:

      1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

      2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five (5) percent or more; ownership of five (5) percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

   c. A "subcontract" is any agreement entered into by a Contractor for the purchase of goods or services with any funds provided by this Agreement.

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

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

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

G. Contractor shall not subcontract with a former director, officer, or employee within a one (1) year period following the termination of the relationship between said person and the Contractor.

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

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

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

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

L. Unless an exemption/waiver to Directive FY12-0001 was requested by Contractor and approved by LAHD in writing prior to the execution of this Agreement, Contractor shall be deemed to have adopted the Code of Conduct set forth within Directive FY12-0001 that meets the foregoing requirements upon execution of this Agreement, and Contractor shall comply with the Code of Conduct throughout the term of this Agreement.

§505 COMPLIANCE WITH STATE AND FEDERAL STATUTES AND REGULATIONS

Contractor warrants and certifies that it shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State, the County and City of Los Angeles. Contractor understands that failure to comply with any of the following assurances may result in suspension, termination or reduction of grant funds, and repayment by Contractor to City of any unlawful expenditures. Contractor further warrants and certifies that it shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

A. Statutes and Regulations Applicable To All Grant Contracts

Contractor shall comply with all applicable requirements of State, federal, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies, and any other requirements governing this Agreement, including, but not limited to laws and regulations pertaining to labor, wages, hours, and other conditions of employment. These requirements include, but are not limited to:

1. OMB Circulars

Contractor shall comply with the provisions of 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

2. Single Audit Act

Contractor shall adhere to the rules and regulations of the Single Audit Act, 31 USC §7501 et seq.; City Council action dated February 4, 1987 (C.F. No. 84-2259-S1); and any administrative regulation or field memos implementing the Act. The provisions of this paragraph survive expiration or termination of this Agreement. Also see §608(C) for additional audit requirements.

3. Political and Sectarian Activity Prohibited

a. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither shall any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

b. Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any disclosure form previously filed by Contractor. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

4. Records Inspection

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

b. Contractor agrees to provide any reports requested by the City regarding performance of the Agreement.

5. Labor

a. Contractor shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.F.R. 900, Subpart F).

b. Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction sub agreements.

c. Contractor shall and shall cause any contractor and/or subcontractor under this Agreement to comply, as applicable, with the provisions of California Labor Code section 1720 *et seq.* and any implementing regulations of the State of California Department of Industrial Relations related to the payment of prevailing wages on public works projects and California Civil Code section 9550 related to payment bonds for public works contracts in excess of $25,000. Contractor shall and shall cause any contractor and/or subcontractor under this Agreement to keep and retain such records as are necessary to determine if such prevailing wages have been paid as required pursuant to Labor Code sections 1770-1780.

d. Contractor shall comply with the Federal Fair Labor Standards Act (29 USC § 201) regarding wages and hours of employment.

e. None of the funds shall be used to promote or deter union/labor organizing activities (California Government Code §16645 *et seq.*).

f. Contractor shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).

g. Contractor shall comply with the provisions of Article 3, Chapter 1, Part 7, Division 2 of the Labor Code of California, the California Child Labor Laws and all other applicable statutes, ordinances, and regulations relative to employment, wages, hours of labor and industrial safety.

6. Civil Rights

Contractor shall comply with all federal statutes relating to nondiscrimination, including, but not limited to:

a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. §2000d, and implementing regulations) which prohibits discrimination on the basis of race, color, or national origin and its implementing regulations and as applied through Executive Order No. 13166, entitled "Improving Access to Services for Persons with Limited English Proficiency" ("LEP"), which requires recipients of federal funds, including Contractor, to take reasonable steps to insure meaningful access to its programs and activities by person with LEP as more fully described in HUD's final guidance contained in Federal Register, Volume 72, No. 13.

b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex.

c. §§503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794, 45 CFR, Part 84), which prohibits discrimination on the basis of handicap.

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age.

e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.

f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

g. §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.

h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 *et seq*.), as amended, relating to non-discrimination in the sale, rental or financing of housing.

i. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made.

j. The requirements of any other nondiscrimination statute(s) which may apply to the application.

k. P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

l. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. §2000e).

m. The Americans with Disabilities Act 42 U.S.C. §12101 et seq. and the Americans with Disabilities Act Amendments Act (ADAAA) Pub.L.110-325 and all subsequent amendments.

n. The Genetic Information Nondiscrimination Act of 2008 (GINA) P.L. 110-233.

7. Relocation Requirements

a. Contractor shall comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

b. Contractor shall comply with §104(d) of the Housing and Community Development Act of 1974 (HCD Act). When applicable, §104(d)(2)(A)(iii) of the HCD Act provides relocation assistance to lower-income

persons who are displaced as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit to a use other than a lower-income dwelling in connection with an assisted project. §104(d)(2)(A)(i) provides that certain lower-income dwelling units that are demolished or converted to a use other than as lower-income housing be replaced "one-for-one."

8. Environmental

   a. Contractor shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 *et seq*.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under § 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 *et seq*.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523) and the California Safe Drinking Water and Toxic Enforcement Act of 1986; (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234); and (j) §508 of the Clean Water Act (38 U.S.C. §1368).

   b. Contractor shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 *et seq*.) related to protecting components or potential components of the national wild and scenic rivers system.

   c. Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4822 *et seq*) that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

   d. Contractor shall comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq*.) that restores and maintains the chemical, physical and biological integrity of the Nation's waters.

   e. Contractor shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

   f. By signing this Agreement, Contractor ensures that it is in compliance with the California Environmental Quality Act, Public Resources Code §21000 *et seq*. and is not impacting the environment negatively.

   g. Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

9. Preservation

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

10. Suspension and Debarment

    Contractor shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Contractor shall submit a certification Regarding Debarment required by EO 12549 and 12689, and any amendment thereto. Contractor shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

11. Drug-Free Workplace

    Contractor shall comply with the federal Drug-Free Workplace Act of 1988, 41 U.S.C. §8102, 28 CFR Part 67, and the California Drug-Free Workplace Act of 1990 (California Government Code §§ 8350-8357).

12. Animal Welfare

    Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 U.S.C. §2131 *et. seq*.)

13. Contractor shall assure, pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161) grant funds will not be used in contravention of the federal buildings performance and reporting requirements of EO No. 13123, Part 3 of Title V of the National Energy Conservation Policy Act (42 U.S.C. §8251 *et seq*.) or Subtitle A of Title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall grant funds be used in contravention of §303 of the Energy Policy Act of 1992 (42 U.S.C. §13212).

14. Contractor shall comply with Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

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

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

16. Contractor shall administer this Agreement in accordance with the provisions of 2 C.F.R. Part 200, which provisions supersede the OMB Circulars.

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

18. Mandatory Disclosures: The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for non-Compliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

B. Statutes and Regulations Applicable to This Grant Agreement:

Contractor shall comply with the following statutes and regulations as applicable:

1. CDBG Program, including, but not limited to 42 U.S.C. §5301 *et seq.*, and 24 CFR Parts 84, 85, and 570.

2. Asbestos and Lead-Based Paint: Laws and regulations pertaining to abatement of asbestos containing materials (ACM) and lead-based paint (LBP) including insuring that all personnel involved in the abatement of removal process of all ACM and LBP will wear the necessary, legally required protective clothing and respiratory gear.

3. Archaeological Sites: If archaeological sites are determined to be located in the vicinity of the program site, a halt work condition is required to allow a state certified archaeologist to assess findings and all work to continue in non-archaeological areas.

4. Federal Acquisition Regulation, 48 CFR, Part 31.

5. City of Los Angeles Ordinance 164244 relating to the 1% fee for public art.

6. Sweat-free Code of Conduct:

All contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment or supplies furnished to the State pursuant to the contract have been laundered or produced in whole or in part by, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that it adheres to the Sweat-free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov and Public Contract Code §6108. Contractor agrees to provide records requested by the Department of Industrial Relations or City to determine compliance with the foregoing requirements.

7. State Nondiscrimination Clause:

   During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this contract by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

   This Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under contract.

8. Traveling Expenses:

   Contractor's administrative-related travel and per diem reimbursement costs shall be reimbursed based on the Contractor's policies and procedures. For programmatic-related travel costs, Contractor's reimbursement rates shall not exceed the amounts established by the State Department of Personnel Administration Rules and Regulations, PML 97-024, Section 599.619, dated July 1, 1997 and Section 599.631, and as amended from time to time.

9. National Labor Relations Board Certification:

   Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (Public Contract Code 10296) (Not applicable to public entities.)

10. Contractors for Legal Services $50,000.00 or more – Pro Bono Requirement:

    Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

11. Expatriate Corporations:

    Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California

12. Domestic Partners: For State funded contracts over $100,000 executed or amended after January 1, 2007, the Contractor certifies that Contractor is in compliance with Public Contract Code section 10295 *et seq*.

C. Statutes and Regulations Applicable to all HUD Funded Agreements:

1. Equal Access to HUD-Assisted or Insured Housing

a. Eligibility for HUD-Assisted or Insured Housing:

A determination of eligibility for housing that is assisted by HUD or subject to a mortgage insured by the Federal Housing Administration (FHA) shall be made in accordance with the eligibility requirements provided for such program by HUD, and such housing shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status. The terms "sexual orientation" and "gender identity" are defined in 24 CFR §5.100.

b. Prohibition of Inquiries on Sexual Orientation or Gender Identity:

No owner or administrator of HUD-assisted or HUD-insured housing, approved lender in an FHA mortgage insurance program, nor any (or any other) recipient or subrecipient of HUD funds may inquire about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing or housing whose financing is insured by HUD, whether renter- or owner-occupied, for the purpose of determining eligibility for the housing or otherwise making housing available.

This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit an individual from voluntarily self-identifying sexual orientation or gender identity. This prohibition on inquiries does not prohibit lawful inquiries of an applicant or occupant's sex where the housing provided or to be provided to the individual is temporary, emergency shelter that involves the sharing of sleeping areas or bathrooms, or inquiries made for the purpose of determining the number of bedrooms to which a household may be entitled. The term "household" is defined in 24 CFR §570.3.

§506 FEDERAL, STATE AND LOCAL TAXES

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

§507 INVENTIONS, PATENTS AND COPYRIGHTS

Contractor shall comply with the requirements regarding Inventions, Patents and Copyrights, which is attached hereto as Exhibit H and incorporated herein by reference.

§508 DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

Contractor shall comply with Los Angeles Administrative Code Section 10.50, 'Disclosure of Border Wall Contracting. The City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in Section 10.50.

§509 CITY'S ADDITIONAL REMEDIES

Contractor acknowledges and agrees that nothing contained in this Agreement is, represents, or is intended to be construed as: a release, compromise, settlement, or waiver by City of any cause of action that City may have against Contractor. City reserves its rights in full, including, but not limited to, the right to bring any claim, cause of action, or request for reimbursement against Contractor in relation to this Agreement and other transactions between City and Contractor.

§510 PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials,

equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

§511 WORK NOT IN SCOPE OF SERVICES

Contractor shall immediately notify LAHD in writing of any work that is requested to be performed that is outside of the original scope of work covered by this Agreement and Section 202 herein. If it is determined that the request is outside of the scope of work, Contractor shall not perform the requested work unless and until (i) the City's designated contract administrator approves the request in writing and authorizes the use of any contingency funds for the work, and (ii) an amendment providing for an adjustment in Contractor's compensation, and the scope of work, is approved and executed by both parties.

§512 PROHIBITION AGAINST DUPLICATION OF BENEFITS

Prohibition against duplication of benefits: Section 312 (42 U.S.C. 5155) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. 5121 *et seq*.) prohibits duplication of benefits for programs that provide financial assistance to people or entities suffering losses as a result of a Federally-declared disaster or emergency. The "duplication of benefits" occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs. Contractor must establish and maintain adequate procedures to prevent any duplication of benefits with concurrent grant funds. The City will issue additional guidance to facilitate compliance with this requirement.

6. GRANT REQUIREMENTS

§601 REPORTING REQUIREMENTS

A. General Reporting: Contractor shall furnish to the City at the times and on the forms and formats, electronically or manually, as the City may require all records, reports, data and information pertaining to matters covered by this Agreement.

B. Program Reporting: Contractor shall submit to the City the following program reports as identified below. Contractor shall submit to the City all required documents in accordance with all City procedures and Directives, which are incorporated herein by reference.

1. Monthly Fiscal Report

   a. Expenditure Report – Due on or before the 15th day of each month, the Contractor shall submit the Expenditure Report to the City, which reflects accrued expenditures as of the previous month on forms provided by the City.

   b. Cash Request – Due on or before the 15th day of the month, a Cash Request shall be submitted on forms provided. Contractors approved for cash advances shall submit a cash request on or before the 5th day of the month but not earlier than the 25th of the preceding month. If approved for cash advance, Contractor shall submit an expenditure report for costs incurred as of the 2 months preceding the month for which the cash is requested.

2. Closeout Report

   a. Costs reported are subject to City verification. Requests to modify the Budget shall be submitted to the City before closeout. Within 45 days following the completion of this Agreement, Contractor shall submit to the City, on forms provided by the City, a complete and accurate closeout invoice, including:

      1) Accruals of allowable expenditures within the contract term and program's budget period;

      2) Remittance for all unearned grant funds as identified in the close-out;

      3) Program General Ledgers of all billed expenditures approved in the Budget;

4) Program Equipment Inventory List.

b. In the event Contractor does not submit a final closeout or other required documentation within the prescribed time frame, the City reserves the right to unilaterally closeout the Agreement and use the invoice then on file at City for determination of Contractor's final allowable expenditures. The City will not reimburse Contractor for expenditures reported after the 45-day closeout date following the termination of this Agreement. The City shall provide to Contractor the City closeout forms at least 30 days before termination of the Agreement.

§602 MAINTENANCE OF RECORDS

A. Record Retention: Records, in their original form, shall be maintained in accordance with requirements prescribed by the Grantor and the City with respect to all matters covered by this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Unaltered copies of eligibility documents are acceptable. These records shall be retained for a period of six (6) years after termination of this Agreement and after final disposition of all pending matters. Pending matters include, but are not limited to, an audit, litigation, or other actions involving records. The City may, at its discretion, take possession of and retain the records. Before destruction of records retained under this Agreement, Contractor shall notify the City and request instructions on disposition of the records. As this Agreement is funded with federal funds, this six (6) year record retention period supersedes the record retention period stated in Section PSC-16 in Exhibit A, which is incorporated herein by reference and made a part of this Agreement.

B. Location of Records: Records (including, but not limited to, customer files and fiscal documents in their original form) pertaining to matters covered by this Agreement shall at all times, be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the City.

§603 CUSTOMER/APPLICANT FILES

Contractor shall complete and maintain on-site in each customer's file the following documents, as prescribed by program requirements: 1) application for all applicants; 2) eligibility documents (see note below); 3) assessment documents; 4) standard worksite training agreement (when applicable); 5) progress reports; 6) counseling documents, 7) job development records; 8) exit documents; 9) post placement follow-up documentation; 10) documentation of follow-up services; 11) employer verification documents; 12) verification documents for training completion; 13) written documentation that customer has received: program orientation, supportive services information, City complaint resolution procedures, contractor customer complaint resolution procedures; 14) documentation of supportive services received; and 15) documentation of credential received as a result of training.

NOTE: The City requires Contractor to verify and certify eligibility and maintain in the customer file, on-site, all eligibility documentation prior to, or as of, the date the applicant is registered in the program.

§604 EQUIPMENT RECORDS

A. Nonexpendable personal property (equipment) acquired with grant funds shall be properly maintained and accounted for as set forth below.

A record shall be maintained for each item of equipment acquired for the program. Equipment is nonexpendable property, which is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs $5,000 or more per unit, or is expected to have a useful life of one year or more. Items costing below $5,000, but falling into the following categories are also considered equipment and records must be maintained for them: (1) electronic communications equipment for stationary or vehicular use, including cellular telephones acquired by lease or purchase, and (2) electronic office equipment as follows – facsimile machines, copiers, electric typewriters, personal computers (monitors and CPU's), terminals, and printers.

The record shall include: (1) description of the item of equipment, including model and serial number, if applicable; (2) date of acquisition; (3) the acquisition cost or assigned value to the program; and (4) source of acquisition.

B. A physical inventory shall be taken by Contractor and reconciled with the record card annually or at other times as the City shall prescribe.

§605 PURCHASE OR LEASE OF EQUIPMENT OR FACILITIES

Prior to the purchase or lease of equipment, Contractor shall receive prior City approval in writing and shall comply with all requirements described in this Agreement.

The term “equipment” as used in this Agreement shall be defined to mean personal property.

A. Lease of Equipment

A copy of each executed equipment lease agreement shall be submitted to the City before payment. Written amendments to equipment lease agreement shall comply with the conditions set forth in this Agreement.

B. Purchase of Equipment

All equipment shall be purchased and used in accordance with 2 CFR Parts 200.313 and 200.439. All property real and personal, purchased under this Agreement with grant funds and of over $5,000 in value shall become the property of the City and shall be returned to the City upon termination of this Agreement, except as provided otherwise by the City in writing. Contractor shall file all Uniform Commercial Code statements for any eligible property purchased with grant funds and deliver a copy of the filing to the City.

C. Lease of Property or Facilities

1. All lease agreements shall incorporate the following provisions:

    a. All leases of property or facilities procured to house a City program under this Agreement must contain a provision that allows the City, at its sole option, to assume the lease for its remaining term, under the same terms and conditions then in effect, in the event that the City terminates its Contractor’s City Agreement or if Contractor abandons the lease.

    b. All leases of property or facilities procured to house a City program under this Agreement must contain a provision, which provides that any improvements made to the facility or property by Contractor, inures to the benefit of the City, and the City may elect, at its sole option, to remove the improvements.

    c. It is recommended that the Contractor, during lease negotiations, request the addition of a section to the lease agreement, whereby the lessor agrees that if lessee’s grant funding for any calendar year decreases by $500,000 or more from the previous calendar year, lessee may terminate the lease with 120 days written notice.

    d. Contractor shall amend any current lease agreements to incorporate the above provisions.

2. A copy of all leases and lease amendments must be reviewed and approved by the City prior to signature and be on file with the City prior to the release of funding.

3. Contractor shall not sublease, assign, or amend in any manner leases paid for with funds under this Agreement without prior written City approval.

4. Contractor shall invoice for only that portion of the lease cost that is allocated to the program funded by this Agreement. The Contractor is responsible for collecting any portion of the rent due to Contractor under sublease agreements with partners or other entities.

§606 ACCOUNTING PRACTICES

A. Contractor shall maintain a system of Internal Control in accordance with standard accounting practices.

1. In accordance with GAAP and City Directives, financial systems shall include:

    a. Information pertaining to sub-grant and contract awards, obligations, un-obligated balances, assets, expenditures, and income;

    b. Effective internal controls to safeguard assets and assure their proper use;

c. A comparison of actual expenditures with budgeted amounts for each subgrant and contract;

d. Source documentation to support accounting records;

e. Proper charging of costs and cost allocation and be sufficient to (i) permit preparation of required reports, and (ii) permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of the funds; and

f. "Internal Control" for purpose of this Agreement, comprises the plan or organization and all of the coordinated methods and measures adopted within an organization to safeguard its assets, check the adequacy and the reliability of its accounting data, promote operating efficiency, and assure adherence to prescribed management policies.

2. Contractor shall submit its system of accounting procedures and Internal Control to the City before the City disburses any funds to the Contractor.

§607 DOCUMENTATION OF EXPENDITURES

A. Documentation of expenditures, including the necessary supporting records, must be made available upon request.

B. Payroll expenditures shall be supported by activity reports that may include but not be limited to case reports, mileage logs, attendance rosters and other documents supporting work related to City contract or program.

C. Contractor shall not release funds to any subcontractor for reimbursement of costs, until it has received adequate documentation from the subcontractor that the expenditures are reasonable and allowable under the sub-agreement. All documentation must remain on file at Contractor's office.

§608 AUDITS AND INSPECTIONS

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

B. Access by the Grantor, City, the State, the DOL, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records (including computer records) of the Contractor which are directly pertinent to charges to the program, shall not be denied in order to conduct audits and examinations, and make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

C. Contractor agrees to provide any reports requested by the City regarding performance of the Agreement. When total expenditures under all federal programs in a fiscal year equal or exceed $750,000, the Contractor shall conduct or have conducted on an annual basis, audits in accordance with the Single Audit Act of 1984, PL 98-502, implementing regulations in the provisions of 2 C.F.R. Part 200, which applicable provision supersedes OMB Circulars A-133 as applicable, (City Council action dated February 4, 1987, C.F. No. 84-2259-S1) and administrative regulations or field memos implementing revisions or updates to the audit requirements. The auditor's reports, prepared in accordance with the aforementioned requirements, and any accompanying management reports on the operation of the Contractor or this Agreement, shall be submitted to the City within nine (9) months after the close of the Contractor's fiscal year.

D. Contractor, should it meet the above threshold, shall annually subcontract with a qualified independent auditor.

E. The audit is to be conducted annually to test the fiscal integrity of financial transactions as well as compliance with the applicable laws and regulations.

F. Contractor, not later than thirty (30) days following receipt of the final audit report and within nine (9) months after the close of Contractor's fiscal year, shall submit a copy of the report to the LAHD Financial Management Division.

G. If the auditor's report or management report identifies deficiencies with internal controls or contract compliance, the Contractor shall prepare and submit a corrective action plan along with the auditor's reports. The plan shall address all deficiencies and provide specific details on corrective actions to be taken along with the date the action was or will be implemented.

H. If the expenditures under all federal programs are less than $750,000, Contractor shall permit the City to conduct a performance review of this Agreement and all related records in accordance with directives received from the City.

I. In the event that Contractor is operating on a for-profit basis, Contractor shall conduct a program-specific annual independent financial and compliance audit in accordance with generally accepted government auditing standards, or an organization-wide audit that includes coverage of the City program within its scope.

J. The City reserves the right to impose any or all of the following sanctions for Contractor's failure to comply with the Single Audit Act and the provisions of this Agreement:

    1. Withhold a percentage of payments, at the City's sole discretion, until the audit is completed satisfactorily and submitted to LAHD, and/or.

    2. Suspend payments due to Contractor until the audit is completed satisfactorily and submitted to the City; and/or Impose the Default, Probation, Suspension and Termination provisions of this Agreement as set forth herein.

K. City, Auditor General of the State, Grantor, Director of the Office of Civil Rights, and the U.S. Comptroller General shall have the authority to audit, examine, and make excerpts or transcripts from records, including contracts, invoices, customer records and other records supporting this Agreement. Audits of earned funds are limited to determining if such funds were earned in accordance with this Agreement.

L. City may require Contractor who has inadequate fiscal or administrative procedures, to use any or all of the City's accounting or administrative procedures used in the planning, controlling, monitoring, and reporting of fiscal matters relating to this Agreement; or secure at Contractor's expense the service of independent experts.

M. City shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler systems, etc., to safeguard property, records and/or equipment used in the performance of this Agreement.

N. Should a fiscal or special audit determine that Contractor has earned funds which are questioned under the criteria set forth herein, the Contractor shall be notified and given the opportunity to justify questioned expenditures prior to the City's final determination of disallowed costs, in accordance with the procedures established under the Grant.

§609 CONFIDENTIALITY OF INFORMATION

A. The Grantor, the City, and Contractor will exchange various kinds of information pursuant to this Agreement. That information will include data, applications, program files and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, and the Department of Alcohol and Drug Programs.

B. The City and Contractor agree that:

    1. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.

2. Each party shall provide written instructions to all of its employees with access to information provided by the other party of the confidential nature of the information and of the penalties for unauthorized use or disclosure found in §1798.55 of the Civil Code, §502 of the Penal Code, §2111 of the Unemployment Insurance Code, §10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.

3. Each party shall (where appropriate) store and process information in an electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by computer, remote terminal, or other means.

4. Each party shall promptly return to the other party confidential information when its use ends or destroy the confidential information utilizing an approved method of destroying confidential information by shredding, burning, or certified, or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.

5. If the City or Contractor enters into an agreement with a third party to provide services, the City or Contractor agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.

6. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and, each party shall notify the other of any changes in that designation. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.

§610 SECURITY CLEARANCE AND TUBERCULOSIS TEST OF STAFF AND VOLUNTEERS

A. Contractor hereby certifies that by signing this Agreement, Contractor and subcontractor staff working with youth, either as employees or volunteers, who have a supervisory or disciplinary authority over minors must be fingerprinted and pass the background check, as required by California Penal Code §11105.3 and California Education Code §45125.1 and §10911.5. Fingerprinting and a background check may be required of other staff and volunteers depending upon how much contact the staff member will have with minors. The Contractor shall be responsible for obtaining security clearances for staff whose duties require a sufficient level of interaction with youth.

B. Contractor hereby certifies that by signing this Agreement, Contractor shall have Tuberculosis (TB) tests completed on any staff member working with the youth.

C. Contractor shall maintain proof of Security Clearance and TB tests of all staff, including those of the subcontractors, and make these records available for future inspection.

§611 RESTRICTION ON DISCLOSURES

Prior to the release of any reports, analyses, studies, information, or data generated as a result of this Agreement, Contractor shall notify the City of the request to release the information. Release of information shall be coordinated by Contractor and the City and shall be in compliance with state and federal law.

§612 MANAGEMENT INFORMATION SYSTEM RECORDS AND REPORTS

A. Contractor shall report to the City numeric data, statistics, facts, news, details and information for its City-funded project(s) using forms and formats such as the electronic Integrated Services Information System prescribed by the City for this purpose.

B. The City shall rely upon and use records and monthly invoices located at the City, and on-site verifications, as needed, to substantiate Contractor's performance and expenditure data, including, but not limited to, enrollment, training services, placement activities, wages, business/job creation, and post-program services status.

C. The City may contact Contractor staff, participants, subcontractors, training institutions or schools to verify the documentation supporting performance and compliance with this Agreement.

§613 INSTALLATION OF FINANCIAL ASSISTANCE SIGN

Contractor shall install, or allow to be installed, for public display upon the program site premises a sign, identifying Contractor as receiving financial assistance from the City and HUD.

§614 PRESS RELEASES--PUBLIC INFORMATION

Contractor shall make specific reference to the City as the sponsoring agency and that Contractor is an Equal Opportunity/Affirmative Action Employer in all communications with the press, television, radio or any other means of communicating with the general community. Contractor shall make specific reference to the City as the sponsoring agency of the program regarding any items that are related to the program funded hereby. Contractor shall also coordinate press releases with the media/public relations project for maximum impact.

§615 NOTICE TO CITY OF LABOR DISPUTES

When Contractor has knowledge that any actual or potential labor dispute involving participants or other employees is delaying or threatens to delay the timely performance of this Agreement Contractor shall immediately give notice thereof, including all pertinent information, with regard to same to City. No funds provided hereby shall be used to promote or deter union organizing.

§616 LISTING OF CONTRACTOR'S EMPLOYMENT OPPORTUNITIES WITH EDD

Contractor shall list all Contractor's job openings with the local Employment Development Department Office when such job openings are funded, in full or in part, through monies provided hereby.

§617 TECHNICAL ASSISTANCE

Should Contractor need technical assistance from the City regarding matters that are the subject of this Agreement, Contractor shall submit a written request to the City identifying the nature of the problem, the action Contractor has taken to resolve the problem, and the type of assistance needed.

§618 PROHIBITION OF LEGAL PROCEEDINGS

Contractor is prohibited from using Grant funds received under this Agreement for the purpose of instituting legal proceeding against the City and/or HUD or their officials, employee or representatives.

§619 ADMINISTRATIVE HEARING FOR DENIAL OF CLIENT BENEFITS BY CONTRACTOR – IF APPLICABLE

A. Contractor has read and agrees to strictly comply with Title 22 of the California Code of Regulations, §100751, as amended, which sets forth elements to be included in client benefit denial appeal procedures and shall advise individuals who have been denied assistance of their 20-day right to appeal to the State for an administrative hearing pursuant to 42 U.S.C. §8624(b) (13), as amended.

B. The client may withdraw request for appeal for administrative hearing at any time during the appeal process by rendering written or oral notice to the State. Where oral notice is given, such notice shall be confirmed in writing by the parties.

§620 FAITH-BASED ACTIVITIES

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the grant-funded program. However, a contractor that participates in a grant-funded program shall comply with the following provisions if it is deemed to be a religious or faith-based organization.

A. Contractor may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this Agreement. If Contractor conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, and participation must be voluntary for the beneficiaries of the grant-funded programs or services.

B. A religious or faith-based contractor will retain its independence from federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct grant funds to support any inherently religious activities, such as worship, religious instruction, or proselytization.

C. A religious or faith-based contractor may use space in their facilities to provide grant funded services, without removing religious art, icons, scriptures, or other religious symbols.

D. A religious or faith-based contractor retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

E. A religious or faith-based contractor shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

F. Grant funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities.

G. Grant funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this section. Where a structure is used for both eligible and inherently religious activities, grant funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to grant funds herein. Sanctuaries, chapels, or other rooms that a grant funded religious congregation uses as its principal place of worship, however, are ineligible for grant funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property dispositions.

§621 CHILD ABUSE

Contractor shall comply with the provisions of the California Child Abuse and Neglect Reporting Act (California Penal Code §11164 *et seq.*), and specifically §§ 11165.7, 11165.9 and 11166 therein.

§622 BUILD AMERICA, BUY AMERICA ACT

Pursuant to §70914 of the Build America, Buy America Act (the Act) incorporation of the Buy America preference as to Iron, Steel, Manufactured Products and Construction Materials must be incorporated in the terms and conditions of each award of federal funding with an infrastructure project. Pursuant to the implementation memo M-22-11 from the Executive Office of the President, Office of Management and Budget dated April 18, 2022, the definition of "infrastructure" per the Infrastructure Investment and Jobs Act (IIJA) which includes the Act, encompasses "public infrastructure projects". Memo M-22-11 further provides "[p]rojects consisting solely of the purchase, construction, or improvement of a private home for personal use, for example, would not constitute an infrastructure project." Because the CDBG funding for the City's Handyworker, Lead Remediation, Lead Technical Services, and Urgent Repair Programs, are used for the improvement (i.e. repair and lead remediation) of private homes for personal use, not open the public, the funds will not be used for "infrastructure" within the meaning of the Act. Therefore, the Buy America preference does not apply to the awards for the aforementioned programs.

7. SUBCONTRACT AND PROCUREMENT PROCEDURES

§701 SUBCONTRACT AND PROCUREMENT PROCEDURES

Contractor shall comply with the federal and City standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include, but not be limited to, purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts. Contractor shall comply with subcontracting/procurement requirements set forth in Exhibit "I", which is attached hereto and incorporated herein by reference, and shall ensure that the terms of this Agreement are incorporated into all subcontractor agreements. Contractor shall submit all subcontractor agreements to the City for review prior to the release of any funds to the subcontractor. Contractor shall withhold funds to any subcontractor that fails to comply with the terms and conditions of this Agreement and their respective subcontractor agreement.

8. REMEDIES

§801 DEFAULTS

Should the Contractor fail for any reason to comply with the contractual obligations of this Agreement, including but not limited to, meet the Performance Standards, start up the program on time, provide services according to plan and/or to benefit customers and the provisions of the Agreement, maintain expenditures at an approved rate in the Budget, resolve performance problems in a timely manner, demonstrate the capabilities to solve identified problems within a specific time, provide necessary fiscal or Management Information Services documents to City in a timely manner, maintain agreed cost per placement or utilize grant funds in accordance with the terms and conditions of the Agreement, the City reserves the right to take any or all of the following actions at its discretion:

A. Notify Contractor of performance deficiencies in accordance with §804 of this Agreement.

B. Withhold the release of funds.

C. Require that no funds be advanced to Contractor until Contractor has provided for the security of funds advanced by a Surety/performance bond. The amount and form of the security, if required, shall be determined by the City as noted on the Insurance Requirement Form and is subject to prior City approval.

D. Modify and/or renegotiate the funding/service level and/or make any changes in the general scope of this Agreement.

E. Require Contractor to secure at its own expense the services of independent experts.

F. Require specific performance progress reports for identified time periods.

G. Reduce compensation within the scope of the City's reallocation policy.

H. Suspend operations in accordance with §803 below of this Agreement.

I. Terminate the Agreement.

§802 NOTICE TO CORRECT PERFORMANCE

A. The City may notify Contractor of its failure to comply with the terms and conditions of this Agreement by giving written notice, effective upon date of such notice, which states the specific performance deficiencies to be corrected.

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

C. Contractor shall thereafter submit monthly progress reports to the City in accordance with the City approved corrective action plan specifying the actions taken and resolution of the performance deficiencies.

§803 SUSPENSION OF THE AGREEMENT

A. The City may, by giving written notice, suspend all or part of the project operations for Contractor's failure to comply with the terms and conditions of this Agreement; and may notify the bank identified on the City form referenced in §104A.3 above that all funds are frozen pending further notice from the City. This Notice of Suspension shall be effective upon the date of the City's written notice.

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

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

§804 TERMINATION OF AGREEMENT

A. At any time during the Term the City may terminate this Agreement, or any part of the Agreement, upon giving Contractor at least 30 days written notice prior to the effective date of the termination, which date shall be

specified in the notice. The City is not required to use other remedies provided herein prior to issuing a 30 day notice to terminate the Agreement. Upon the receipt of such notice, Contractor shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities or as otherwise approved by the City.

B. Contractor shall retain and dispose of all customers' documents and related records required by Contractor under this Agreement, in accordance with City Directives or written instructions. All finished and unfinished documents and materials procured for or produced under this Agreement, including all intellectual property rights thereto, shall become City property upon the date of such termination. Contractor agrees to execute any documents necessary for the City to perfect, memorialize or record the City's ownership of rights provided herein.

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

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

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

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

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

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

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

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

§805 NOTICES OF SUSPENSION OR TERMINATION

In the event that this Agreement is suspended or terminated, Contractor shall immediately notify all employees and customers and shall notify in writing all other parties contracted with under the terms of Agreement within five (5) working days from the City's written notice.

9. MISCELLANEOUS

§901 SURVIVAL OF TERMS AND CONDITIONS

All terms and conditions of this Agreement which impose a duty, obligation or requirement on Contractor that extend beyond the Term hereof shall survive the termination of this Agreement. Such terms and conditions shall include, but not be limited to, §§404 through 407, 505(A)(2), 602, 604 and 608.

§902 RATIFICATION CLAUSE

Due to the need for the Contractor's services to be provided for the benefit of the community, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed prior to

the execution of this Agreement but in accordance with the terms and conditions of this Agreement, such pre-execution services are hereby ratified and accepted.

§903 MERGER

This Agreement supersedes all prior communications and all previous written and oral agreements, and shall constitute the complete and exclusive statement of understanding between City and Contractor relating to the subject matter of this Agreement.

§904 COUNTERPARTS AND 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.

§905 NUMBER OF PAGES AND ATTACHMENTS

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes thirty (30) pages and ten (10) exhibits that constitute the entire understanding and agreement of the parties. Alternatively, this Agreement may be executed with electronic signatures, resulting in an electronic final original, which shall be uploaded to the Regional Alliance Marketplace for Procurement (RAMP) Connect website.

[Remainder of page intentionally left blank.]

[Signatures continue on next page.]

10. SIGNATURE PAGE

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

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By:_____
Assistant/Deputy City Attorney

Date:_____

ATTEST:

PATRICE Y. LATTIMORE, City Clerk

By:_____
Deputy City Clerk

Date:_____

Executed this ____ day of _____, 2025

For: CITY OF LOS ANGELES

TIENA JOHNSON HALL
General Manager
Los Angeles Housing Department

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

By:_____
Luz C. Santiago
Assistant General Manager

Executed this ____ day of _____, 2025

For: Coalition for Responsible Community Development, a California non-profit corporation

By:_____
Mark Wilson
President & CEO

City Tax Registration Certificate Number: 0002161372-0001-8
Internal Revenue Service ID Number: 20-2445113
UEID Number: ML7DAKLHL8C4
CFDA Number: CDBG 14.218
Federal Award Identification Numbers: B-25-MC-06-0523
Council File Number: ##-####; Date of Approval: Month ##, 2025
Said Agreement is Number _____ of City Contracts

EXHIBIT A
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 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 B, which is incorporated herein by reference and made a part of this Contract). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Attachment 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 Attachment 1 hereto. Attachment 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 # C-141265. 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 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, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, 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. 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.

ATTACHMENT 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. 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 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.

EXHIBIT B
Form Gen 146 (Rev. 6/12)
Required Insurance and Minimum Limits

Name: Coalition for Responsible Community Development Date: _____

Agreement/Reference: Handyworker Program

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** City of Los Angeles MUST be named additional insured

☒ Products/Completed Operations
☐ Fire Legal Liability
☐ Sexual Misconduct
☐ _____ — $ 1,000,000

☒ **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 12 Months After Completion of Work or Date of Termination. — $ _____

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

☐ All Risk Coverage
☐ Flood
☐ Earthquake
☐ Boiler and Machinery
☐ Builder's Risk
☐ _____ — $ _____

☐ **Pollution Liability** — $ _____
☐ _____

☐ **Surety Bonds** – Performance and Payment (Labor and Materials) Bonds — 100% of the contract price

☐ **Crime Insurance** — $ _____

Other: **Insurance certificate(s) MUST be submitted on the City's Kwikcomply site: https://kwikcomply.org/ and be resubmitted throughout the entire contract term so all required insurance remains valid and not expired.

NAME:	Darren Lay
CITY AGENCY:	Los Angeles Housing Dept.
ADDRESS:	1910 W. Sunset Blvd, 3rd Flr Los Angeles, CA 90026
EMAIL:	darren.lay@lacity.org

EXHIBIT B
INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker.)

GENERAL INFORMATION

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

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

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

Contractor must provide City a thirty (30) day notice of cancellation (ten (10) days for nonpayment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

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

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at https://kwikcomply.org/.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through KwikComply at https://kwikcomply.org/.

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

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

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

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

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

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

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

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

(Rev. 05/18)

EXHIBIT C
CERTIFICATION REGARDING
NOTICE OF PROHIBITION AGAINST RETALIATION

This certification is required by the regulations implementing Living Wage Ordinance. Contractor shall post a copy of the Notice to Employees Working on City Contracts Re: Living Wage Ordinance and Prohibition Against Retaliation, which is as below, in a prominent place in an area frequented by employees.

An employer subject to the Living Wage Ordinance shall post in a prominent place in an area frequented by employees a copy of the below notice to employees regarding the LWO prohibition against retaliation (also available in English at https://bca.lacity.gov/Uploads/contracting/LWO%202024/LWO%202024%20Adjusted/Notice%20to%20Employees%20of%20Retaliation%20(English)%2005.2024.pdf and in Spanish at https://bca.lacity.gov/Uploads/contracting/LWO%202024/LWO%202024%20Adjusted/Notice%20to%20Employees%20of%20Retaliation%20(Spanish)%2005.2024.pdf). The retaliation notice must be posted by an employer even if the employer has been exempted from the LWO.

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

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

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

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

For more information, or to obtain a complaint form, please contact the Equal Employment Opportunity Enforcement Section at bca.eeoe@lacity.org.

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
BCA.EEOE@LACITY.ORG

Rev. 05/24

AGREEMENT NUMBER: C-_____

Coalition for Responsible Community Development_____
CONTRACTOR/BORROWER/CY

Mark Wilson, President/CEO_____
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____ _____
SIGNATURE DATE

EXHIBIT D

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

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 24 CFR Part 24 Section 24.510, and 29 CFR Parts 97.35 and 98.510, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AGREEMENT NUMBER C-_____

Coalition for Responsible Community Development_____
CONTRACTOR/BORROWER/AGENCY

Mark Wilson, President/CEO _____
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____ _____
SIGNATURE DATE

EXHIBIT D (cont.)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12549 and 12689.

5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT E

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

AGREEMENT NUMBER C-_____

Coalition for Responsible Community Development_____
CONTRACTOR/BORROWER/AGENCY

Mark Wilson, President/CEO _____
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____ _____
SIGNATURE DATE

EXHIBIT F
MANAGEMENT REPRESENTATION

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

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

   True □ False □

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

   True □ False □

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

   True □ False □

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

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

      True □ False □

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

      True □ False □

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

      True □ False □

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

   True □ False □

6. I have no knowledge of and am not in receipt of any communication regarding allegations of fraud, suspected fraud or abuse affecting the Contractor involving management, employees who have significant roles in internal control, or others where fraud/abuse could have a material effect on the financial records or performance of the City Contract.

   True □ False □

7. I have no knowledge of any allegations, written or oral, of misstatements or misapplication of funds in the Contractor's conduct of its financial affairs or in its financial records.

   True □ False □

8. I am not aware of any pending litigation, bankruptcy, judgment, liens and other significant issues that may threaten the financial viability, legal and continuing existence of the Contractor.

   True □ False □

9. The Contractor has satisfactory title to all assets being used in the City's program, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral.

   True □ False □

10. The Contractor has complied with all aspects of contractual agreements, related laws and regulations that could have a material effect on the financial records, the program/s, or on the organization as a whole.

    True □ False □

11. I have properly reported and paid to the appropriate governmental agencies all payroll taxes due on employees' (City program related or otherwise) compensation.

    True □ False □

12. I have responded fully to all the City's inquiries related to the Contractor's financial records and/or reports.

    True □ False □

13. I understand that the City's auditing and monitoring procedures of Contractor are limited to those which the City determines best meet its informational needs and may not necessarily disclose all errors, irregularities, including fraud or defalcation, or illegal acts, that may exist.

    True □ False □

14. I understand that the City audit and monitoring reports are intended solely for use by the Contractor and the other authorized parties, and are not intended for other purposes, unless otherwise required by law.

    True □ False □

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

    True □ False □

Use this space to provide any additional information:

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

AGREEMENT NUMBER C-_____

Coalition for Responsible Community Development_____
CONTRACTOR/BORROWER/AGENCY

Mark A. Wilson, President/CEO _____
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____ _____
SIGNATURE DATE

EXHIBIT G
SCOPE OF WORK

1. The Contractor shall provide services pursuant to the Handyworker Program ("Program") as follows:

a. Minor Home Repair Services: Improvements of a professional quality in accordance with the specifications established by LAHD, and in conformance with local building codes and general construction industry standards. Eligible work includes repairs that do not require a City building permit, or limited repairs for which an express permit can be obtained. All minor repairs must be supervised by a licensed General Contractor and up to current building and safety code standards. This includes the installation of safety devices for both homeowners and renters. All work must be environmentally cleared, e.g., lead and historical, and all permit work must be approved or signed off by the Los Angeles Department of Building and Safety (LADBS). The Contractor will service the geographic areas identified in **Attachment A, Neighborhood Service Areas (NSA)**.

b. Installation of Safety Devices which include, but are not limited to:

- Hand-held shower heads
- Shower chairs
- Grab bars
- Toilet seat risers

c. Limited repairs for **homeowners** for which an **express permit (e-permit) is not required**:

- Minor plumbing repairs on leaks of faucets, toilets, water heaters, sinks (same size, type).
- Fixtures may also be replaced (toilet replacement requires a permit).
- Replacement of doors, same size and type.
- Installation of smoke and carbon monoxide detectors (battery operated only).
- Paint wall surfaces that show signs of damage such as peeling or chipping paint.
- Exterior accessibility such as ramps, handrails, and grab bars.
- Exterior repairs to rain gutters, vents, siding, trim, fascia, and stucco.
- Replacement/repair of wood steps (rebuilding of more than 3 steps requires permit).
- Debris removal -- only when related to other repairs or code violations.
- Brush clearing -- only when related to other repairs or code violations.
- Carpet replacement -- only when deemed a safety hazard.

d. Limited Repairs for **homeowners** for which an **express permit (e-permit) must be acquired from LADBS**:

- Replacement of inoperable windows, same size and type.
- Fire rated door installation.
- Replacement/alteration of wall framing around doorway.
- Earthquake gas shut-off valves, same size as existing gas main line.
- Quick releases for window security bars.
- Any repair/alteration of existing electrical system (excludes replacement of fixtures).
- Replacement of toilets.
- Installation of handrails when more than three (3) steps are present.
- Stairs when more than 3 steps will be built.
- Replacement of water heaters.

e. Repair Exclusions or types of work not covered by the Program:

- Major electrical, major plumbing, roofing and foundation issues.
- Landscaping, including tree trimming and/or watering system.
- Abatement of lead-based paint, mold or asbestos hazards.
- Repair or replacement of furniture, appliances such as window coverings.
- Pest control.
- House cleaning.
- Insulation, air conditioning, heating and similar energy conservation improvements.
- Repairs to retaining walls.

- Repair or replacement of heating and cooling systems.
- Repairs or painting of detached garages.
- All aesthetic repairs that do not promote safety or reduce hazards.

See **Exhibit J - Professional Fee Schedule** for detailed listing of typical Program repairs including cost of materials and labor.

2. Screening for Program Eligibility of Households

Handyworker services are available to homeowners and renters who meet the eligibility criteria for income, age or disability, residence, and property ownership. The Contractor shall ensure Clients are eligible to receive services and obtain proper documentation thereof. The Contractor must determine the Client's eligibility following the Handyworker Program **Eligibility Guidelines in Attachment B** and must submit a complete application with all supporting documents to LAHD before a Notice to Proceed (NTP) can be issued.

a. Household Income

Income is defined by State and Federal guidelines as the total annual income of all family members of a household as of the date that federal-funded assistance is provided including additional expected sources of income. See **Attachment C HUD Income Inclusions, Exclusions and Asset Consideration** for a complete explanation of what constitutes income.

To be eligible, the combined annual income of all members of the Client's household must be equal to or less than 80% of the Area Median Income (AMI) in accordance with HUD's annual income limits.

Table 1 shows the HUD income limits for 2025 .

TABLE 1: 2025 HUD Income Limits

Household Size	1	2	3	4	5	6	7	8
Max. Annual Income	$84,850	$ $96,950	$109,050	$121,150	$130,850	$140,550	$150,250	$159,950
The Handyworker Program uses the "low income" limits published by the U.S. Dept. of Housing & Urban Development for its Section 8 program. http://www.huduser.org								

The Handyworker Program uses the income guidelines published by the U. S. Dept. of Housing & Urban Development to set the maximum income to qualify for service, adjusted to household size. Please note these income limits are subject to change and may be replaced annually by any subsequent HUD publication, typically in spring of each calendar year.

b. Household Type: "Older Adult Senior Citizens"

Program Clients must be 62 years or older. In cases where the senior is a renter or does not own the property of residence, services will be limited to installation of safety devices with written approval of the landlord or property owner.

c. Household Type: "People with Permanent Disabilities"

For purposes of this Agreement, disability is defined by State and Federal guidelines as a long-term physical impairment that limits one or more major life activities. Clients will be expected to provide verification of long-term disability (most often with a Social Security award letter), but are not required to provide information on the nature of the disability.

Low-income households in which the resident property owner or renter has a permanent physical or mental impairment that is expected to be of long, continued and indefinite duration; that impedes the person's ability to live independently; and is such that the person's ability to live independently could be improved by more suitable housing are eligible.

Where the resident owner or renter is not a senior or disabled, as defined above, but living with a person with a disability, Program services to the low-income household will be limited to the specific accommodation required by the disabled family member.

d. Property Type

Eligible properties are restricted to single-family and stationary mobile units (i.e., manufactured homes), which must be certified as the homeowner/renter's primary residence. Only interior improvements that would not be covered by a development's Covenants, Conditions and Restrictions (CC&R's) or similar documents can be made on attached units.

Properties are not eligible for Program services if the property: (1) is structurally unsafe, and has any evidence of major plumbing or roof leakage; (2) has major mechanical, electrical or structural code violations; (3) requires major hazardous material abatement; and (4) is listed, advertised or otherwise made available for lease, rent or sale.

Please note, **LAHD reserves the right to prohibit work on non-permitted structures.**

e. Exceptions

Subject to limitations, reserves the right to designate recipients of Program services who differ from the above profile.

f. Cost Limits of Repair Cost

The Contractor shall refer to **Exhibit J- Professional Fee Schedule** when estimating cost of Program repairs. For cost of labor and materials not listed in the Fee Schedule, the Contractor shall either a) submit a quote for approval prior to performance of repair services (with an overhead and profit cost no higher than 20% as listed in the Fee Schedule) or b) provide written receipts for materials purchased after completion of service including cost of labor. The quotations and receipts will be reviewed by LAHD for reasonable and fair cost before payment is approved. At no time shall construction costs exceed industry standards. Acceptable resources are most current official publications of Contractors' Pricing Guides. It is the Contractor's responsibility to ensure that all work is performed in accordance with the Los Angeles City Building Code. Building permits that are required and not listed in the Fee Schedule must be obtained by the Contractor. Failure to obtain required permits will result in non-payment of work performed.

The Program allows a maximum of $5,000 in repair work, per property, due to federal regulations governing work involving lead hazards. For households occupied by renters, a maximum of $1,000 per Client is available for the installation of security and safety devices only. Funding of projects should be in accordance with the contract policies identified in Section §202 of this Agreement and **Exhibit J - Professional Fee Schedule**.

The total cost for minor repairs for **homeowners is (a) $5,000 per unit (b) plus building permits,** and **(c) $1,000 administrative fee**. The total repair cost for the installation of safety and security devices only cannot exceed **(a) $1,000 per unit (b) plus $480 administrative fee for renters**. Payment for work performed will be made by LAHD. Program Clients shall not be billed for any service. The Contractor is prohibited from collecting payment from any Program Client.

3. Client Participation Limits

Demand for Handyworker services far exceeds the available resources and budget. Clients may receive services three (3) times per property over their lifetime. In between each service, there must be a five (5) year waiting period. After the third service, Clients are not eligible for additional services. Please see Tables 2 and 3 below for an illustration of participation limits. These terms apply to both renters and homeowners.

The service limitation may be waived by LAHD to respond to emergencies, code violations or documented changes in medical condition.

TABLE 2: Client Participation Limits-Timeline

Service	Time Frame
First Service	Initial Service Date
Second Service	Five years after first service
Third & Final Service	Five years after second service
1 Emergency Service	Any time in their lifetime

TABLE 3: Client Participation Limits- Example

Service	Time Frame
First Service	September 2023
Second Service	September 2028
Third & Final Service	September 2033
1 Emergency Service	Any time in their lifetime

a. Emergency Services

Emergency work will address an immediate threat to the habitability of the Client to live in their home. All Clients may only receive **one** emergency service in their lifetime. Examples of common emergency services include:

- Repair/replace toilet.
- Repair/replace sink.
- Repair/replace water heater.
- Repair/replace exterior door.
- Repair/replace window.
- Repair/replace flooring, steps or handrail that may be considered a trip or fall hazard.
- Install wheelchair ramps, should someone in the household become disabled.

b. Determining Which Clients Are Prioritized

Clients shall be selected based on the following priorities:

- Clients requiring emergency work.
- Clients on the waitlist.
- All other Clients will be served in the order of their completed application date. First come, first serve.

c. Receipt of Applications, Determination and Verification of Eligibility

The Contractor shall receive applications for Program services in the office, by mail, or at the Client's home. The Contractor must keep a record of all inquiries about the Program and provide reports as necessary.

If a Contractor cannot serve a Client in the current fiscal year, the Client should be put on a waiting list, maintained in SmartSheet and shared with LAHD staff.

The Contractor shall make a determination as to the Client's eligibility under the Program guidelines. The Contractor must verify (a) the number of persons living in the residence; (b) the combined income of all members of the household; (c) homeowner residency, (d) property ownership (owner or renter); and (e) age and/or disability

status. The Contractor shall provide verification documents, including current property tax bill, current utility bill, and valid government-issued photo identification clearly showing date of birth and address. See above - Screening for Program Eligibility of Households and **Attachment B**: **Handyworker Program Eligibility Guidelines** for acceptable documentation.

The Contractor shall maintain records of all denials for Program services with the reasons thereof and make them available for review by duly authorized LAHD and Federal representatives upon request.

4. Determining Service Needs by Initial Inspection

Once Program eligibility has been established, the Contractor shall conduct a home inspection by walking through Clients' homes using the application's Habitability Checklist to identify needed repairs. The Contractor shall determine the type of minor home repair(s) to be provided, the work required and cost of materials necessary to complete services in conformity with this Agreement.

The Contractor shall contact Clients to schedule work as followed:

- Schedule site visits and construction work at least 48 hours or two business days, or sooner in the case of emergency repairs.
- Reschedule site visits and construction work at least 24 hours in advance.

The Contractor shall discuss results of the Habitability Checklist and inspection with the homeowner and must explain planned repair(s). The homeowner must agree to these repair(s) by signing the Planned Repairs form provided by LAHD. **All Habitability Checklist items declined by the Client shall be documented by the Contractor**. Documentation can be made in the notes portion of the checklist, application, or change orders, and must be signed by the Client.

a. Explanation of Habitability Standards

The Habitability Checklist is not intended to record all possible deficiencies but is a guide in determining the extent of repairs that are needed. The Habitability Checklist is a tool for the Contractor and LAHD to ensure that the Program repairs meet minimum health and habitability standards. The Contractor shall assess each Client's home to help identify, prioritize and focus on the following preventive maintenance and repairs to avoid property deterioration and improve safety:

- Operable carbon monoxide detectors in homes that have fuel-burning appliances and/or attached garages, powered from the building wiring or by working batteries, located in areas according to LAHD's building code.
- Operable smoke detectors powered from the building wiring or by working batteries located in areas according to LADBS' building code.
- Home has at least one properly functioning toilet.
- All water faucets in the kitchen and bathroom(s) operate properly.
- All plumbing lines and fittings to walls are secure and working properly.
- Water heater is properly connected, vented and secured for earthquake safety.
- All exterior doors and windows are intact, operable, weatherized and secured.
- All interior flooring, stairs, exterior pathways, steps and porches are hazard-free.
- Security bars on bedroom egress windows have proper foot-operated quick release.
- Homes with steps that have a handrail.
- Porches 30 inches or more in height have a guardrail.
- All existing light switches, light fixtures and receptacles work properly.
- All foundation vents and attic vents are secure and intact.
- Gutters and downspouts are secure, intact and operating at homes in hillside areas.
- Ground fault circuit interrupters (GFCI) protection receptacles are installed where required and are functional.
- Seismic gas shut-off valve is installed where required.
- Door to the attached garage has a self-closer and is fire rated.

b. The Contractor shall refer the homeowner to proper tradespersons to correct the following deficiencies not covered by the Program. The Client must correct these deficiencies prior to obtaining Program services:

- Major roof leaks, deteriorated, curling, and/or the roof has bare spots.
- The home has excessive cracks or other visible signs of foundation defects or potential structural failure.

c. The Contractor will review the following conditions not covered by the Program on a case-by-case basis to determine whether or not the deficiencies will render the home ineligible for the Program:

- Home has apparent or suspected water leaks behind walls or under the house.
- Home has apparent or suspected non-permitted construction.
- Electrical wiring is exposed or unsafe.
- Home has apparent or suspected lead based paint hazard, asbestos or mold.

d. The Contractor shall exercise due diligence in inspecting and assessing the condition of properties.

e. The Contractor shall complete and retain the Habitability Checklist provided by LAHD for all properties. Completion of the form will provide proof the inspection was completed, ensure the habitability issues are addressed, and that the Client understands the Program's capabilities and priorities. If the Habitability Checklist is incomplete, determined by LAHD to be inaccurate, and/or reflects that mandatory habitability items have not been installed or repaired, the associated project costs will not be reimbursed, and the invoices will be returned to the Contractor for appropriate action.

5. Estimating Cost of Program Repairs

The Contractor shall refer to **Exhibit J- Professional Fee Schedule** when estimating cost of Program repairs. For cost of labor and materials not listed in the Fee Schedule, the Contractor shall either a) submit a quote for approval prior to performance of repair services (with an overhead and profit cost no higher than 20% as listed in the Fee Schedule) or b) provide written receipts for materials purchased after completion of service including cost of labor. The quotations and receipts will be reviewed by LAHD for reasonable and fair cost before payment is approved. At no time shall construction costs exceed industry standards. Acceptable resources are most current official publications of Contractors' Pricing Guides.

It is the Contractor's responsibility to ensure that all work is performed in accordance with the Los Angeles City Building Code. Building permits that are required must be obtained by the Contractor. Failure to obtain required permits will result in non-payment of work performed.

6. Application Package for Minor Repairs and Notice to Proceed

The Contractor shall submit a project application to LAHD for approval prior to starting minor repair work on a Client's property. LAHD approval shall be in the form of a Notice to Proceed (NTP) containing instructions to complete construction within a specified period. In response, the Contractor shall send the signed NTP with anticipated start and completion dates of construction. Applications with insufficient information or documentation will not be approved for construction and will be labeled "on hold" until corrected.

The Application Package must be submitted as a PDF and include the following items:

a. Application Checklist signed by Contractor.

b. Eligibility section with signed Eligibility form and the following supporting documents:

- Valid photo ID (required for both owners and renters).
- Proof of income & assets (required for both owners and renters. Documents must be not older than 6 months).
- Current property tax statement (if homeowner).
- Property Owner Authorization form (for renters).
- Utility bill for both owners and renters. Bill must not be older than 6 months.

c. Technical section:

- Habitability Checklist signed by Client.
- Planned Repairs signed by Client.
- Clear and color photos of proposed repairs that must clearly demonstrate the need for repairs. If an item does not have a photo, the application will be put on hold.
- Copy of Client signed receipt for required Environmental Protection Agency lead education pamphlet.

- Copy of Client signed receipt for Handyworker Program Agreement.

d. Environmental Section with the following items:

- HUD Rehabilitation Environmental Review Appendix A form.
- City Planning Department ZIMAS report.
- Planned Repairs form.
- Property photos including deficiencies and areas where work is proposed.

If the application does not require additional environmental review, LAHD will usually respond to the Contractor within fifteen (15) business days. In cases where the application requires additional environmental review, the turnaround time varies on a case-by-case basis.

Based upon revisions to City or Federal requirements, the forms noted above are subject to change. LAHD reserves the right to conduct its own assessment of a property prior to approval of the proposed repairs.

7. Change Orders

The Contractor shall submit a Change Order to amend the original Planned Repairs for LAHD approval along with photos that justify the requested changes. Change Orders should not significantly alter the scope of work or final cost of repair unless directed by LAHD. LAHD may conduct a site visit prior to approval. **Failure to receive prior written approval from LAHD regarding changes to the already-approved planned repairs may result in non-payment of work performed.** Change Orders shall be based on prices established in the Fee Schedule.

8. Lead-Based Paint Hazards and Lead Clearance

The Program assumes that all pre-1978 housing has lead-based paint hazards unless proven otherwise. The Contractor is required to follow the Lead Safe Housing Rule (24 CFR Part 35)--the HUD regulation on controlling lead-based paint hazards in housing receiving federal assistance. Additionally, the Contractor must use lead safe work practices in accordance with the federal Occupational Safety and Health Administration (OSHA) and provide active U.S. Environmental Protection Agency (EPA) Lead Renovation, Repair and Painting (RRP) training certificates for site workers (see http://www2.epa.gov/lead/renovation-repair-and-painting-program). Visit https://www.hud.gov/programoffices/healthyhomes/lbp/hudguidelines or call the National Lead Information Center at (800) 424-5323 for further details.

a. LAHD has determined that no pre-testing of painted surfaces will be required. However, the Contractor is required to perform a proper assessment of a potential hazard, determine if the required work can be done within the scope of the Program and ensure proper procedures are followed during the performance of the work. This is to ensure that the Contractor does not create a hazardous condition by disturbing existing lead based paint in the home. In undertaking any repairs involving possible lead-based paint, the Contractor must adhere to all applicable Federal, State, and local regulations regarding worker and occupant safety.

b. All households occupying homes built before 1978 must receive a written notice of the hazards associated with lead-based paint in the form of the EPA brochures, Protect Your Family from Lead in Your Home and Renovate Right.

c. In accordance with Title 17, a responsible member of each Contractor's staff must be EPA-certified for Renovation, Repair and Painting (RRP). At least one person from C other construction personnel must have the RRP construction worker certification.

d. All homes built before 1978 that disturb in aggregate, more than two (2) square feet of any one interior room or space, twenty (20) square feet on exterior surfaces, or ten percent (10%) of the surface area on the interior or exterior type of component with a small surface area, must pass a lead clearance test. **Within five (5) business days of project completion or failure correction, the Contractor shall request a lead clearance from the LAHD Handyworker Program via Smartsheet.** In response, LAHD will schedule a quality control and visual inspection/lead dust wipe clearance sampling of the property to be conducted by either LAHD staff with appropriate CDPH certification or a certified independent third party lead-testing agency selected by LAHD.

e. If the property fails the lead clearance sampling test, LAHD shall provide the Contractor with a copy of the laboratory results confirming the presence of lead in excess of the allowed amounts. The Contractor must correct

the failure by re-cleaning the contaminated area. Payment may be withheld until the site passes the lead clearance test in compliance with State and Federal law.

f. The Contractor is responsible for all costs incurred to correct the failures. After the failures are corrected, the Contractor must submit a request for a lead clearance via Smartsheet. In response, LAHD staff will schedule another visual inspection/lead clearance of the property. The Contractor is responsible for reimbursing LAHD for all costs associated with performing the additional visual inspection and lead test. **The cost for each subsequent test will be two hundred dollars and no cents ($200)**. This amount will be deducted from the total cost for the subject home as per the invoice submitted by the Contractor.

9. Paint Specifications

The Contractors shall not paint the property unless the condition presents a health and safety issue. Please see also the section above on Lead-Based Paint Hazards and Lead Clearance. Visual inspection failures include, but are not limited to, the following: chipping, peeling, bubbling, alligatoring, and cracking paint, painting over inoperable or damaged areas of the home without repairing, painting windows shut, and applying non-matching or inappropriate types of paint. LAHD will review exceptions to this rule on a case-by-case basis.

Because the Program's emphasis is on safety and habitability issues, if the Contractor submits invoices that contain 40% or more painting projects (cosmetic repairs), those invoices shall be subject to additional review by LAHD including, but not limited to, project site visits prior to construction to ensure that habitability and priority repairs have been addressed.

a. The Contractor must first address all health and habitability related items for each project. If the budget permits, cosmetic items such as painting may be considered.

b. The Contractor shall inspect all surfaces and trim requiring painting to determine reasonable and visible evidence that the finish will satisfactorily adhere to the surface.

c. The Contractor shall repair or replace damaged underlying materials prior to painting.

d. The Contractor must properly prepare the substrate for paint application.

e. The Contractor shall select the appropriate coating system for the surface being coated, i.e., concrete, stucco, wood, metal (includes rust preventative), plaster, drywall, etc.

f. The Contractor shall guarantee that all work provided conforms to specifications, and that it is free from defects in quality and workmanship.

g. The Contractor shall comply with State of California Occupational Safety and Health Administration (CAL/OSHA) Lead Safe Work Practices; California's Lead Hazard Reduction Enforcement Senate Bill 460; Title 17, California Code of Regulations, Division 1, Chapter 8, accreditation, certification, and work practices for lead-based paint and lead hazards; HUD technical guidelines for the evaluation and control of lead based paint hazards in housing; Agreement Section 416 Compliance with State and Federal Statutes and Regulations; and all applicable health and safety, and labor codes.

h. Interior Painting

- See the Local, State and Federal Laws cited in this Agreement regarding Lead Based Paint (LBP) requirements.
- Prepare all surfaces to be painted based on the specific surface and location. Wet scrape and wet sand loose, peeling and flaking paint. Open up visible cracks and holes, and repair substrate with appropriate material. Repair all divots, depressions and minor damaged surfaces. Caulk all joints between walls, ceiling and trim. Wipe clean and properly dispose of any loose dust or particles. All interior paint must contain low volatile organic compounds (VOC). See the Local, State and Federal laws cited in this Agreement regarding Lead Based Paint (LBP) requirements.
- Protect and cover all surfaces, components and apparatus not to be painted. Remove electrical cover plates, lower light fixtures and other components not part of the surfaces to be painted. Wash all surfaces and trim to be painted with a lead-specific cleaner. Surface must be free of dirt and grime.
- Prime all surfaces to be painted, seal bare wood such as on wood cabinets, and apply rust preventative to all metal.

- Paint the entire interior: walls, ceiling and trim, behind plumbing and electrical fixtures, under sinks and lavatories, and closets. For example, remove outlet covers to paint the whole wall.
- Apply two coats of paint for full and uniform coverage. Unless the owner requests a different color, the paint must match.
- Use premium quality brands of sealers, primer, caulking, and paint.

i. Exterior Painting

- See the Local, State and Federal Laws cited in this Agreement regarding Lead Based Paint (LBP) requirements. Protect ground coverings, shrub and adjacent surfaces, components and fixtures not to be painted.
- Prepare all surfaces to be coated. Wash and clean all surfaces and trim with a lead-specific detergent. Surface must be free of dirt and grime. Workers must wet scrape and wet sand all loose, peeling, and flaking paint. Repair all imperfections, and minor wall, trim, eave, fascia, door and window trim damage using appropriate substrate material. Caulk all joints at walls and trim and all permanent attachments. Wipe clean any loose dust or particles.
- Prime all surfaces to be painted, seal bare wood, and apply rust preventative to all metal.
- Apply two coats of paint for full and uniform coverage. Unless the owner requests a different color, the paint must match.
- Use premium quality sealers, primer, caulking, and 100% acrylic latex or appropriate type of paint for the substrate.

10. Coordinating Subcontractor Work

Should the Contractor subcontract out all or portions of the work on a home, the Contractor's assigned supervisor must provide adequate supervision of Subcontractor personnel at all times. The Contractor must be in compliance with all City ordinances that govern Subcontractors. The Contractor must provide LAHD with a copy of its contract with the Subcontractor(s).

11. Invoice Package

The Contractor shall submit an Invoice Package to LAHD at the end of each month or bi-weekly, as volume requires. **The Invoice Package shall be submitted within ten (10) business days after the last day of each month.** The Invoice package shall consist of the following:

a. Invoice Package summary/cover sheet

- The Contractor's official letterhead showing address.
- Date and invoice number.
- Production period (e.g. Period of January 21, 2023 to February 5, 2023).
- Projects organized by Neighborhood Service Area (e.g. North Valley area, South Los Angeles area).
- Identify each project for which charges were incurred, including: Client name, street address, phone number and total cost of repairs (including administrative fee and permits).
- Grand total for the invoice.
- Signature from Contractor's authorized signatory.

b. Work Completion Certification.

- Signed and dated by the Client.
- Signed and dated by Contractor.
- **Signed and dated by Contractor's licensed personnel.**
- Contains job start date and job completion date.

c. Work Write-up for each Invoice

- Signed and dated by Contractor.
- Contains the following fees: administrative, repair rate (from Fee Schedule), permits, and Change Order(s).
- Itemize all labor hours for each task and specify the hourly rate associated with each activity in a task.
- Provide a copy of the Work Write-Up to the Client to keep for their records.

d. Properly labeled photos that clearly depict the completed work and date photo was taken.

e. Building Permits (if applicable), including documentation that the permits were finaled.

f. Copies of Change Orders (if applicable).

g. Signed copy of Notice to Proceed (with both LAHD staff and Contractor signatures).

12. Work Verification

Prior to payment of Contractor invoices, LAHD staff shall conduct site visits of completed project(s). Some repairs may only require a phone call to Clients to verify if services performed were satisfactorily completed in accordance with the approved Planned Repairs. If work completed does not meet the standards of the Program, the Contractor will receive a Correction Form that lists the project deficiencies that need correction prior to payment. Once the corrections have been completed, LAHD staff will inspect the work and approve. LAHD will track the number of repairs that required corrections- this information will be retained and reflected in their annual performance review.

13. Dispute Resolution

The Contractor will respond to all Client complaints and concerns in a timely and professional manner and make every effort to resolve issues to Client's satisfaction in accordance with program policies and procedures. Any disputes that cannot be resolved will be referred to LAHD staff for further review and mediation.

14. Required Approvals for Quality Control

The Contractor shall ensure that all work follows specifications listed in Exhibit J of this contract. All work must be of acceptable craftsmanship and utilize quality materials. The individual holding a State of California General Building Contractor (B) License or a qualified Authorized Agent will oversee all projects. Contractor or a qualified Authorized Agent will conduct a final home inspection to ensure that all work listed in the final Work Write-Up form has been completed in a satisfactory manner then sign off on all repair work.

15. Referrals to Other Services

The Contractor will refer Clients to other relevant service providers as other needs are identified, such as LAHD's Lead Hazard Remediation Program (https://housing.lacity.org/residents/lead-hazard-remediation-program); weatherization and energy efficiency programs administered by the State of California, Los Angeles Department of Water and Power, the Gas Company; tenant questions and complaints [866-557-RENT (7368)]; home loans (Neighborhood Housing Services of LA County, (888)-895-2647); and the Los Angeles Department of Aging's Multipurpose Senior Centers. By providing these referrals, LAHD desires to better serve the public and to achieve the most efficient use of limited resources. For further resources visit the Information and Referral Resource Form (https://docs.google.com/spreadsheets/d/1T0hS5XQtqZW301-C9yn3NY4GTvHD6-eQ/edit#gid=251044180). Keep in mind that information may change and LAHD staff will update contact information as possible.

16. Contractor Performance Expectations

The Contractor core functionality can be described as three areas: 1. Administrative: Outreach and enrollment of new Clients (submitting completed applications), 2. Assessment and repair planning and 3. Construction completion. The following includes performance metrics that measure Contractors productivity and will be documented in their annual evaluation:

a. **Approved projects must begin within 20 business days of the Notice to Proceed issue date**.

b. **Complete all planned repairs within 15 business days from the start of construction.**

c. **Invoices must be submitted monthly or bi-weekly and include all billable work completed during the performance period.**

d. **Invoices shall be submitted no more than 10 days after the end of the month**. See the section above for more information regarding the Invoice Package.

e. The Contractor must notify LAHD staff via email or Smartsheet of any foreseeable delays in start or completion dates due to shipping lead times, scheduling **or any other issues within five business days.** Notifications **shall include the amended projected completion date.**

17. Contractor Performance Goals

The following graphs outline the unit and spending goals for each service area during this contract.

Contractor						
	FY ##-##		FY ##-##		FY ##-##	
NSA	Unit Goal	Spending Goal	Unit Goal	Spending Goal	Unit Goal	Spending Goal
TOTALS						

18. Recordkeeping and Reporting

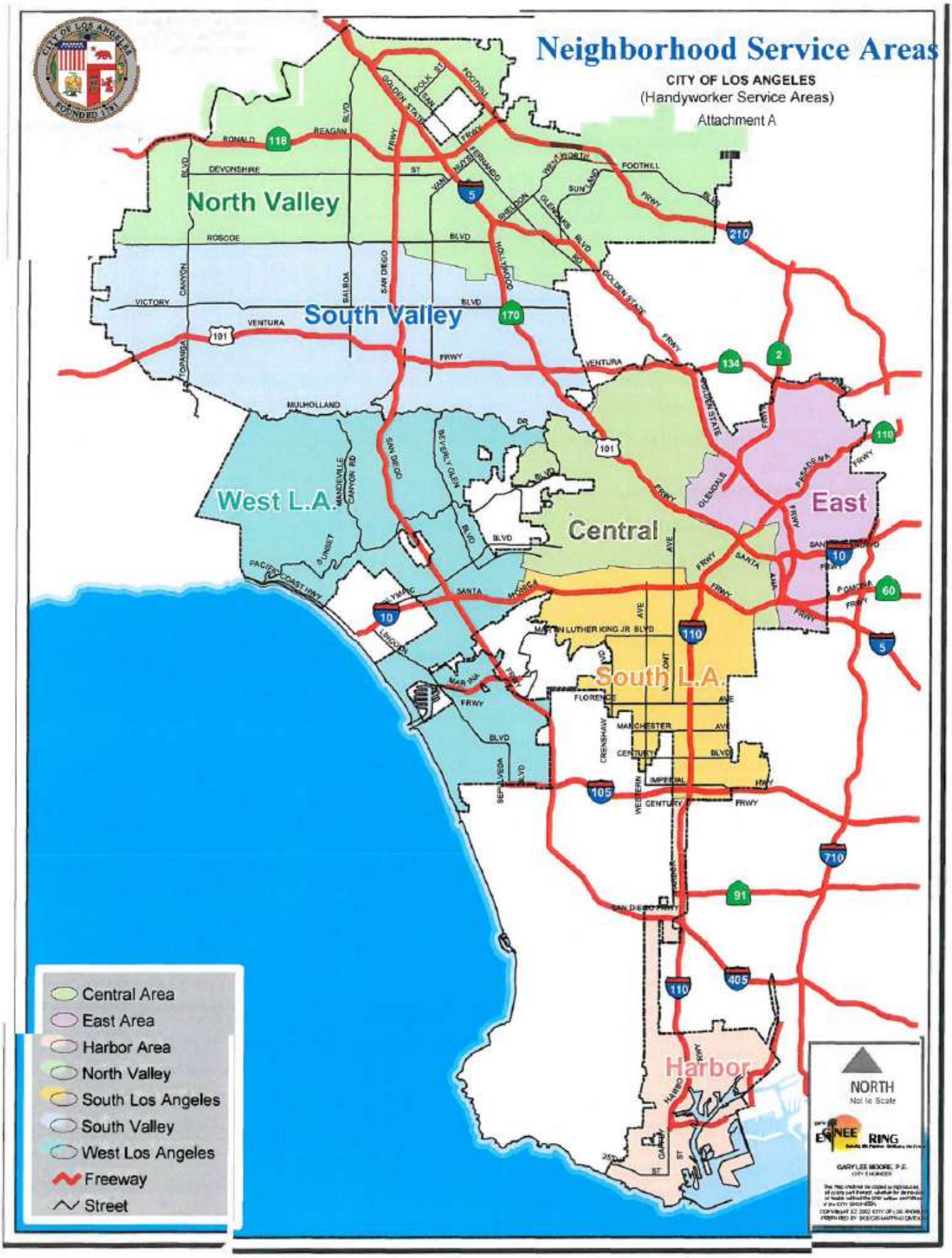
The Contractor must routinely maintain and submit to LAHD the following items:

a. Complete application packages
b. Invoices.
c. Client waitlists on Smartsheet

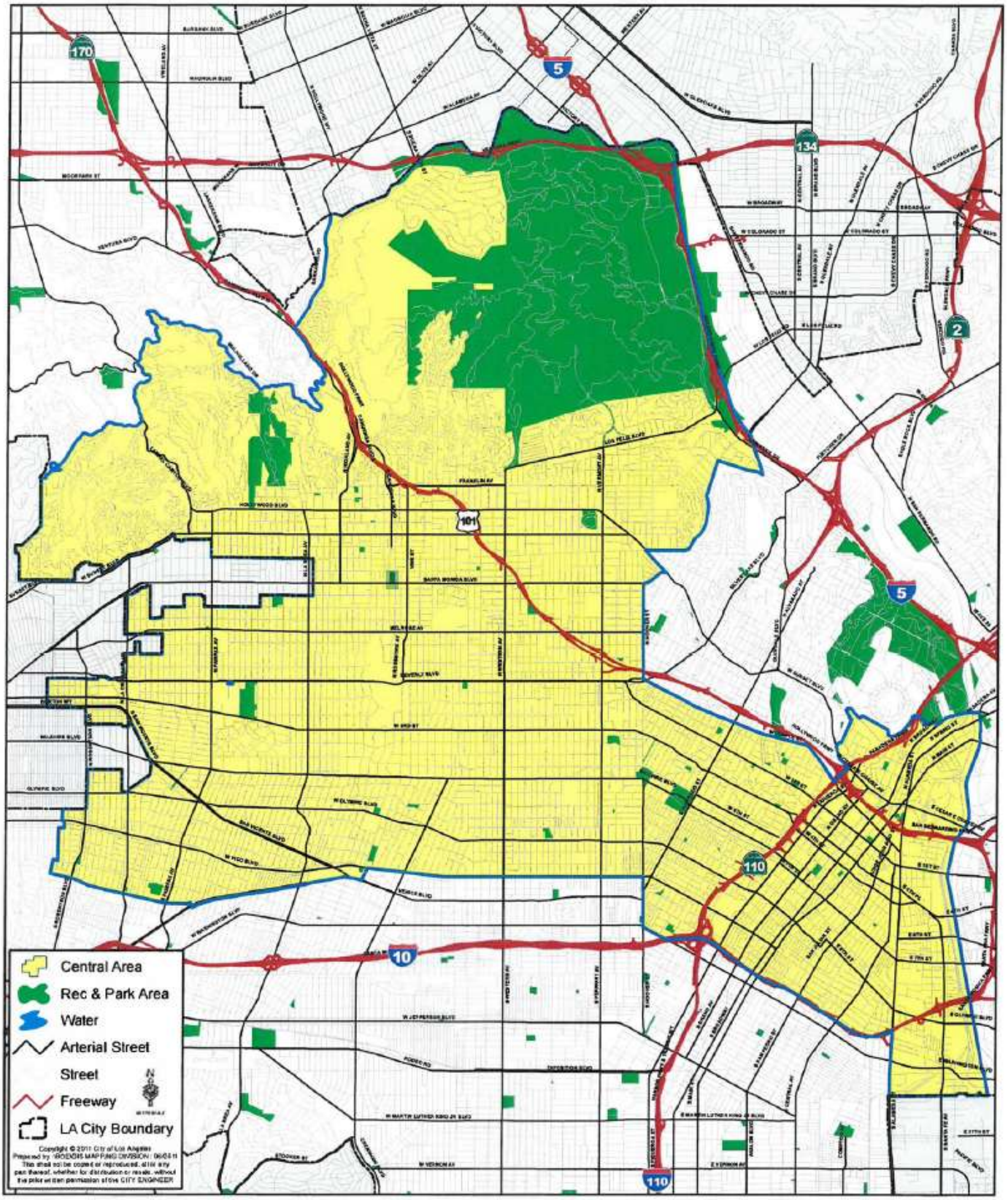
ATTACHMENT A
HANDYWORKER NEIGHBORHOOD SERVICE AREAS

(attached)

***(See enclosed PDF maps)**



Attachment A



CENTRAL AREA

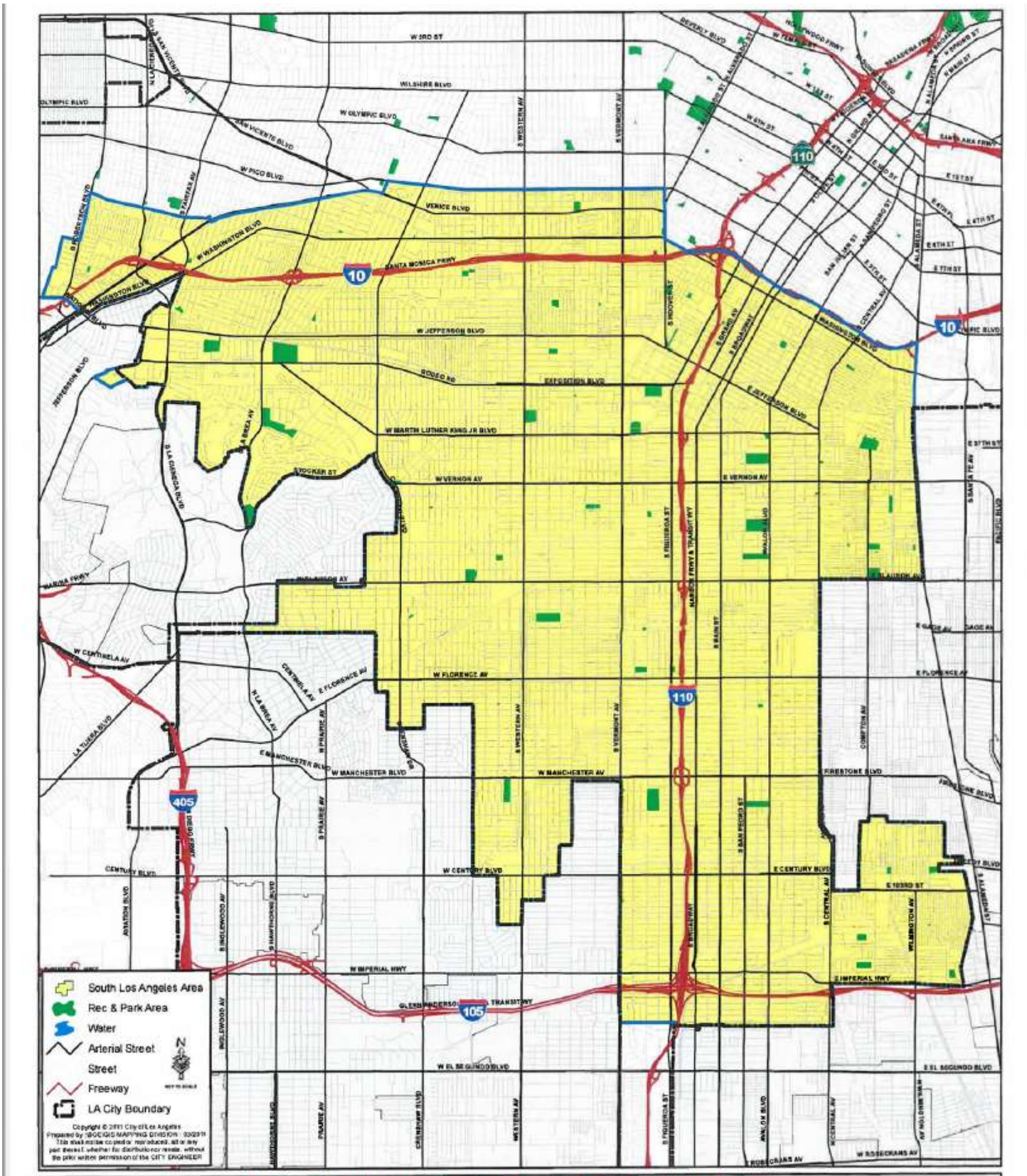
Neighborhood Service Area

CITY OF LOS ANGELES

LA DPW ENGINEERING

Gary Lee Moore, P.E.
City Engineer

Attachment A

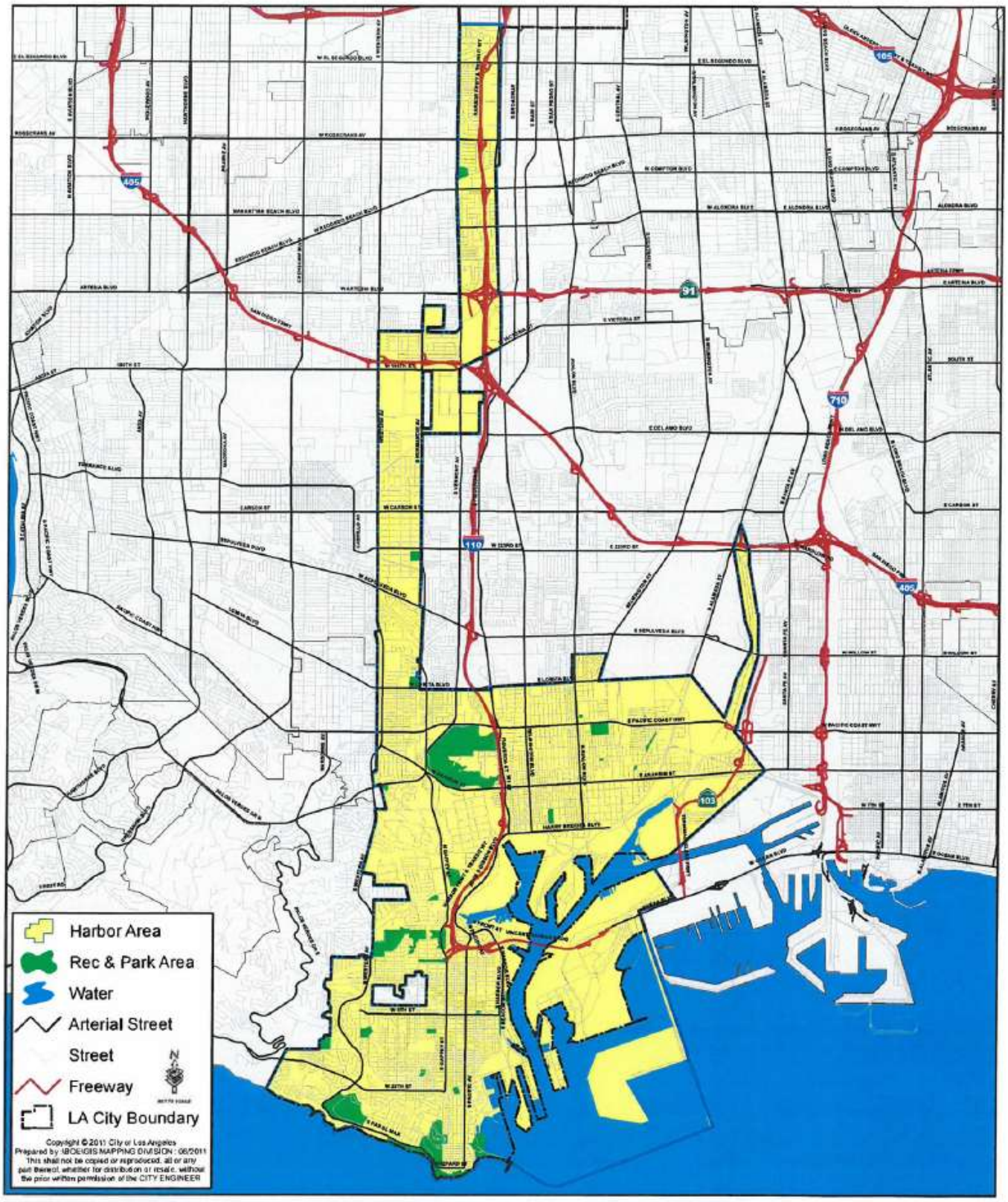


SOUTH LOS ANGELES AREA

Neighborhood Service Area

CITY OF LOS ANGELES

Attachment A



HARBOR AREA

Neighborhood Service Area

CITY OF LOS ANGELES

ENGINEERING

Gary Lee Moore, P.E.
City Engineer

Attachment A

ATTACHMENT B
HANDYWORKER PROGRAM ELIGIBILITY GUIDELINES

(attached)

Attachment B
HANDYWORKER PROGRAM ELIGIBILITY GUIDELINES

I. HOUSEHOLD TYPE AND INCOME

1. Age

   Senior applicant must be at least 62 years old. Acceptable documentation is government issued ID with photo and date of birth. Other proof of age may be considered.

2. Disability

   Disabled applicant is younger than 62 years old or is a disabled family member of the homeowner. Disability must be "long, continued and/or indefinite." Acceptable documentation is Social Security Administration's Supplemental Security Income award letter. Other proof of disability may be considered.

3. Income

   Eligible income is the combined income of all individuals occupying the applicant's household and shall not exceed HUD's maximum income guidelines for households.

   All types of income include but are not limited to the following (acceptable documentation should be dated within the last 12 months unless specified and must be verifiable):

   - Social Security Administration's Supplemental Security Income : Recent award letter, recent check stub, or recent bank statement (if direct-deposited)
   - Pension/Retirement/Annuity: Recent award letter, recent check stub, or recent bank statement (if direct-deposited)
   - Wages/salary: Two most recent check stubs
   - Rental Income: Two most recent receipts to tenant or lease agreement
   - Unemployment/Severance Pay: Recent award letter, recent check stub, or recent bank statement (if direct-deposited)
   - Disability/Worker's Compensation: Recent award letter, recent check stub, or recent bank statement (if direct-deposited)
   - Interest/Dividends: Recent statement
   - Alimony/Child Support: Recent award letter, recent check stub, or recent bank statement (if direct-deposited)
   - No Income: a certification/affidavit attesting to a lack of income; If, under 21, school identification along with signed affidavit attesting lack of income is acceptable
   - Bank Statements: Complete bank statements for two recent consecutive months verifying no additional income are required for all applications.

4. Ownership
   - Property Tax Bill under the applicant's name MUST be current and paid (not past due)
   - Mobile homes must have a current California registration
   - If the name on the property tax bill is different from the applicant, the following documentation will be accepted:
     - Death Certificate, Trust Agreement, Court Decree, Recorded Deed, or other legal documentation
   - If the name on identification is different from the property tax bill, the following documentation will be accepted:
     - Divorce Decree, Marriage Certificate, or other legal documentation (e.g. affidavit)
   - If any owners on the property tax bill are not listed on the application, the following documentation will be accepted:
     - Death Certificate, current utility bill or current government-issued identification showing a current, different address

5. Residency
   - Recent utility bill within the last six (6) months bearing the applicant's name and current address
   - Addresses on the applicant's ID, income, ownership, property information and utility bill must match

II. PROPERTY INFORMATION

- Applicant's property must be located in the City of Los Angeles
- Eligibility is limited to single-family or two-unit homes (Note: work is further **limited to the unit where the owner lives**), mobile homes and condominiums
- Must not be for sale or rent, **must be owner's primary residence**
- Must be free from open code enforcement actions (except those to be addressed by the Handyworker Program)

III. SERVICE FREQUENCY

- Previous service for minor repairs and improvements must have taken place at least five years prior to date of the current application; one year for installation of safety and security devices
- Homeowners serviced three (3) times or more are not eligible for additional Handyworker services
- Eligible painting cannot occur more than once every ten years

IV. SERVICE PRIORITY

The above service limitations may be waived if the following conditions exist (RFP Specifications section B.5.d):

- Changes in medical condition that require accessibility improvements
- Immediate threat to the health and safety of the homeowner
- Code violations
- New or first-time applicants who have no prior record of Handyworker service

V. SCOPE OF WORK

All planned repair, except installation of safety devices, and change orders must be pre-approved by LAHD before start of work.

- Maximum $5,000 for repair cost (correct measurements and rates)
- Minimum Habitability Standards for minor repairs must be met and given priority (RFP Specifications section B.5.d.)
- Major and potential structural failure (e.g. deteriorating roof, excessive cracks, foundation problems, etc.) are disallowed
- Other limitations: water leaks, unpermitted construction, exposed or unsafe electrical wiring, lead based paint hazard, asbestos or mold, exterior work on condominiums/townhomes/co-op units
- Non-owner occupied units of any type can only qualify for installation of safety and security devices with the homeowner's signed approval statement

ATTACHMENT C
HUD INCOME INCLUSIONS EXCLUSIONS AND ASSET CONSIDERATION

(attached)

Attachment C
HUD INCOME INCLUSIONS, EXCLUSIONS AND ASSET CONSIDERATION

(Source: HUD Occupancy Handbook Exhibit 5-2 4350.3 REV-1)

NOTE: There is no asset limitation for participation in HUD assisted-housing programs. However, the definition of annual income includes net income from family assets.

A. Net Family Assets include the following:

1. Cash held in savings and checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average balance for the last six months. Assets held in foreign countries are considered assets.
2. Revocable trusts. Include the cash value of any revocable trust available to the family. See discussion of trusts in paragraph 5=7 G.1.
3. Equity in rental property or other capital investments. Include the current fair market value less (a) any unpaid balance on any loans secured by the property and (b) reasonable costs that would be incurred in selling the asset (e.g., penalties, broker fees, etc.).
4. Stocks, bonds, Treasury bills, certificates of deposits, mutual funds, and money market accounts. Interest or dividends earned are counted as income from assets even when the earnings are reinvested. The value of stocks and other assets vary from one day to another. The value of the asset may go up or down the day before or after rent is calculated and multiple times during the year thereafter. The owner may assess the value of these assets at any time after the authorization for the release of information has been received. The tenant may request an interim recertification at any time thereafter that a decrease in stock value may result in a decrease in rent.
5. Individual retirement, 401K, and Keogh accounts. These are included when the holder has access to the funds, even though a penalty may be assessed. If the individual is making occasional withdraw3als from the account, determine the amount of the asset by using the average balance for the previous six months. (Do not count withdrawals as income.)

Example – Withdrawals from a Keogh Account

Ly Pham has a Keogh account valued at $30,000. When she turns 70 years old, she begins drawing $2,000 a year. Continue to count the account as an asset. Use the guidance in paragraph 5-7 to determine the cash value and imputed income from the asset. Do not count the $2,000 she withdraws as income.

ATTACHMENT C
HUD INCOME INCLUSIONS, EXCLUSIONS AND ASSET CONSIDERATION
(Source: HUD Occupancy Handbook Exhibit 5-2 4350.3 REV-1)

6. Retirement and pension funds.
   a. While the person is employed. Include only amounts the family can withdraw without retiring or terminating employment. Count the whole amount less any penalties or transaction costs. Follow paragraph 5-7 G.4 of the chapter on determining the value of assets.
   b. At retirement, termination of employment, or withdrawal. Periodic receipts from pension and retirement funds are counted as income. Lump-sum receipts from pension and retirement funds are counted as assets. Count the amount as an asset or as income, as provided below.
      (1) If benefits will be received in a lump sum, include the lump-sum receipt in net family assets.
      (2) If benefits will be received through periodic payments, include the benefits in annual income. Do not count any remaining amounts in the account as an asset.
      (3) If the individual initially receives a lump-sum benefit followed by periodic payments, count the lump-sum benefit as an asset as provided in the example below and treat the periodic payment as income. In subsequent years, count only the periodic payment as income. Do not count the remaining amount as an asset.

NOTE: This paragraph and the example below assume that the lump-sum receipt is one-time receipt and that it does not represent delayed periodic payments. However, in situations in which a lump-sum payment does represent delayed periodic payments, then the amount would be considered as income and not an asset.

Example – Retirement Benefits as Lump-Sum and Periodic Payments

Upon retirement, Eleanor Reilly received a lump-sum payment of $15,000. She will also receive periodic pension payments of $350 a month.

The lump-sum amount of $15,000 is generally treated as an asset. In this instance however, Eleanor spent $5,000 of the lump sum on a trip following her retirement. The remaining $10,000 she placed in her mutual fund with other savings. The entire mutual fund will be counted as an asset.

The owner has verified that Eleanor is now not able to withdraw the balance from her pension. Therefore, the owner will count the $350 monthly pension payment as annual income and will not list the pension account as an asset.

7. Cash value of life insurance policies available to the individual before death (e.g., the surrender value of a whole life policy or a universal life policy). It would not include a value for term insurance, which has no cash value to the individual before death.
8. Personal property held as an investment. Include gems, jewelry, coin collections, or antique cars held as an investment. Personal jewelry is NOT considered an asset.
9. Lump-sum receipts or one-time receipts. (See paragraph 5-6 **p** for additional information on what is counted as a lump-sum receipt and how to treat lump-sum receipts.) These include inheritances, capital gains, one-time lottery winnings, victim's restitution, settlements on insurance claims (including health and accident insurance, worker's compensation and personal or property losses), and any other amounts that are not intended as periodic payments.
10. A mortgage or deed of trust held by an applicant.
    a. Payments on this type of asset are often received as one combined payment of principal and interest with the interest portion counted as income from the asset.
    b. This combined figure needs to be separated into the principal and interest portions of the payment. (This can be done by referring to an amortization schedule that relates to the specific term and interest rate of the mortgage.)
    c. To count the actual income for this asset, use the interest portion due, based on the amortization schedule, for the 12-month period following the certification.
    d. To count the imputed income for this asset, determine the asset value **as of the effective date of the certification**. Since this amount will continually be reduced by the principal portion paid during the previous year, the owner will have to determine this amount at each annual recertification. See the following example:

Example – Deed of Trust and Imputed Income

Computation of imputed income:

An elderly tenant sells her home and holds the mortgage for the buyer. The cash value of the mortgage is $60,000. The combined payment of principal and interest expected to be received for the upcoming year is $5,000. The amortization schedule breaks that payment into $2,000 in principal and $3,000 in interest. In completing the asset income calculation, the cash value of the asset is $60,000, and the projected annual income from that asset is $3,000. **The imputed income would be calculated by multiplying the cash value of $60,000 by the 2% imputed passbook rate.** Each subsequent year, the cash value of the asset should be reduced by the principal portion paid. In this example, it would be reduced to $58,000 in the following year ($60,000-$2,000 principal payment = $58,000). **When calculating the imputed income for the following year, the owner would multiply the cash value of $58,000 by the 2% passbook savings rate.**

ATTACHMENT C
HUD INCOME INCLUSIONS, EXCLUSIONS AND ASSET CONSIDERATION

(Source: HUD Occupancy Handbook Exhibit 5-2 4350.3 REV-1)

Regulatory References

(These references are current as of the date of publication. Readers should refer to the latest edition of the Code of Federal Regulations.)

24 CFR part 5.603 defines net family assets as follows:

Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and the equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. . . . . in determining net family assets, owners shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or recertification, as applicable, in excess of the consideration received therefor. In the case of disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

B. Net family assets **DO NOT** include the following:
IMPORTANT: The owner does not compute income from any assts in this paragraph.

1. Personal property (clothing, furniture, cars, wedding ring, other jewelry that is not held as an investment, vehicles specially equipped for persons with disabilities).
2. Interests in Indian trust land.
3. Term life insurance policies (i.e., where there is no cash value).
4. Equity in the cooperative unit in which the family lives.
5. Assets that are part of an active business. "Business" does NOT include rental of properties that are held as investments unless such properties are the applicant's or tenant's main occupation.

Example – Assets that are Part of an Active Business

- Laura and Lester Hines own a copier and courier service. None of the equipment that they use in their business is counted as an asset (e.g., the copiers, the FAX machines, the bicycles.
- Alice Washington rents out the home that she and her husband lived in for 42 years. This home is not an active business asset. Therefore, it is considered an asset and the owner must determine the annual income that Alice receives from it.

6. Assets that are not effectively owned by the applicant. Assets are not effectively owned when they are held in an individual's name, but (a) the assets and any income they earn accrue to the benefit of someone else who is not a member of the family, and (b) that other person is responsible for income taxes incurred on income generated by the assets.

   NOTE: Nonrevocable trusts (i.e., irrevocable trusts) are not coverd by this paragraph. See information on nonrevocable trusts in paragraph 5-7 G.1.

> **Example – Assets not Effectively Owned by the Applicant**
>
> Net family assets do not include assets held pursuant to a power of attorney because one party is not competent to manage the assets, or assets held in a joint account solely to facilitate access to assets in the event of an emergency.
>
> **Example:** Alexander Cumbow and his daughter, Emily Bornscheuer, have a bank account with both names on the account. Emily's name is on that account for the convenience of her father in case an emergency arises that would result in Emily handling payments for her father. Emily has not contributed to this asset, does not receive interest income from it, nor does she pay taxes on the interest earned. Therefore, Emily does not own this account. If Emily applies for assisted housing, the owner should not count this account as her asset. This asset belongs to Alexander and would be counted entirely as the father's asset should he apply for assisted housing.

7. Assets that are not accessible to the applicant and provide no income to the applicant. Nonrevocable trusts are not covered under this paragraph. See information on nonrevocable trust in paragraph 5-7 G.1.

> **Example**
>
> A battered spouse owns a house with her husband. Because of the domestic situation, she receives no income from the asset and cannot convert the asset to cash

EXHIBIT H
INVENTIONS, PATENTS AND COPYRIGHTS

A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under Title 35 of the U.S. Code, including, without limitation processes and business methods made in the course of work under this Agreement, the Contractor shall report the fact and disclose the Invention promptly and fully to the City. The City shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the City and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. §200 *et seq.* (Pub.L. 95-517, Pub.L. 98-620, 37 CFR, Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983; and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp. p. 262). Contractor hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

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

C. Copyright Policy

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

2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement. Contractor shall comply with 24 CFR 85.34.

D. Rights to Data

1. The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. §401 or §402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f) (2) instead of unlimited rights (48 CFR 27.404(a)).

2. Obligations Binding on Subcontractors Contractor shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

E. Intellectual Property Provisions for California Sub-Grants **(IF APPLICABLE)**

This Agreement is funded in part with federal "pass through" funds from the State of California (State). The following requirements are applicable to this Agreement. In any Contract funded in whole or in part by the federal government, City/State may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the Contract, except as provided in 37 Code of Federal Regulations Part 401.14. However, pursuant to 29 CFR Part 97.34, the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

F. Ownership

1. Except where City/State has agreed in a signed writing to accept a license, City/State shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement.

2. For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents (whether or not issued,) copyrights, trademarks, service marks, applications for any of the foregoing: inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will any data or information maintained, collected or stored in the ordinary course of business by City/State, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country, jurisdiction.

3. For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter, including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works, including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials of products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

4. In the performance of this Agreement, Contractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of City's/State's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of City's/State's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of City/State. Except as otherwise set forth herein, neither Contractor nor City/State shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to City/State, Contractor agrees to abide by all license and confidentiality restrictions applicable to City/State in the third-party's license agreement.

5. Contractor agrees to cooperate with City/State in establishing or maintaining City/State's exclusive rights in the Intellectual Property, and in assuring City's/State's sole rights against third-parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parities in order to perform this Agreement, Contractor shall require the terms of agreement(s) to include all Intellectual Property provisions herein. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to City/State all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or City/State and which result directly indirectly from this Agreement or any subcontract.

6. The requirement for the Contractor to include all Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for customized and on-the-job-training as authorized under 20 CFR 663.700-730.

7. Contractor further agrees to assist and cooperate with City/State in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony, and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce City's/State's Intellectual Property rights and interests.

G. Retained Rights/License Rights

1. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to City/State, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Contractor's Intellectual Property with the right to sub-license through multiple layers, for any purpose

whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

2. Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of City/State or third-party, or result in a breach or default of any provisions herein or result in a breach of any provisions of law relating to confidentiality.

H. Copyright

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

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

I. Patent Rights

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

J. Third-Party Intellectual Property

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

K. Warranties

1. Contractor represents and warrants that:

   a. It has secured and will secure all rights and licenses necessary for its performance of this Agreement. Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third-party based on an alleged violation of any such right by Contractor.

   b. Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

c. It has secured and will secure all rights and licenses necessary for Intellectual Property, including, but not limited to, consents, waivers or releases from all authors or music or performances used, and talent (radio, television, and motion picture talent), owners of any interest in and to real estate, site locations, property or props that may be used or shown.

d. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to City/State in this Agreement.

e. It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance or computer software in violation of copyright laws.

f. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

2. City/State makes no warranty that the intellectual property resulting from this sub-grant Agreement does not infringe upon any patent, trademark, copyright or the like, now existing or subsequently issued.

L. Intellectual Property Indemnity

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

2. Should any Intellectual Property licensed by the Contractor to City/State under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve City's/State's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to City/State. City/State shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for City/State to continue using the licensed Intellectual Property, or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, City/State may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

3. Contractor agrees that damages alone would be inadequate to compensate City/State for breach of any term of these Intellectual Property provisions herein by Contractor. Contractor acknowledges City/State would suffer irreparable harm in the event of such breach and agrees City/State shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

M. Survival

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

EXHIBIT I
SUBCONTRACT AND PROCUREMENT PROCEDURES

A. SUBCONTRACTS

1. For the purpose of this Agreement, subcontracts shall include, but not be limited to purchase agreement or lease or rental agreements (excluding real property agreements), third-party agreements, consultant services subcontracts and construction subcontracts.

2. Subcontracts entered into in the performance of this Agreement shall:

   a. Be subject to the terms and conditions set forth in this Agreement. City may require incorporation of the applicable provisions in a written agreement.

   b. Specifically prohibit assignment or transfer of interest without prior written approval by the City.

   c. Contractor must specifically provide proof, when applicable, of the appropriate permits and/or business licenses.

3. A copy of each executed subcontract, or amendment(s) thereto, shall be submitted to the City for approval prior to execution.

4. A copy of each executed subcontract, or amendment(s) thereto, shall be maintained by Contractor and provided to City upon written request.

5. Subcontractors shall be procured consistent with the Procurement Procedures outlined in this Agreement.

6. A subcontractor is defined as a person or business who is awarded a portion of an existing contract by a principal or general contractor. A subcontractor performs work under a contract with a general contractor.

B. PROCUREMENT PROCEDURES

1. It is the policy of the City of Los Angeles (City) to encourage fair and open competition in its procurement for goods and services. The requirements for a fair and open competition include the development of written procurement policies that include, but are not limited to all of the following subsections. Several of the provisions herein include City mandated rules and procedures in addition to the other grant requirements. Such policies are applicable to subcontractors to the extent permitted by law.

   a. Purpose: It is the intent of these rules that these procedures shall apply to all subcontracts including, but not limited to purchase agreements, lease or rental agreements (excluding real property agreements), third-party agreements, and consultant services subcontracts. All contractors are required to prepare written procurement procedures. All written procedures and policies for procurement activities are to be available for public inspection.

   b. Responsibilities:

      (1) The following procedures shall apply to all procurements under this Agreement in order to ensure that all solicitations:

         (a) Incorporate a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurement, contain features which unduly restrict competition; and

         (b) Identify all requirements that the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

      (2) Issue a Public Notification: The notification must be made through an announcement in a local public medium (e.g., newspaper) or other media that covers the entire service area.

(3) All steps of each procurement must be documented, including a description of the documentation process and where the documentation will be located.

(4) Contractor shall provide a copy of the bid package to anyone who requests it. Contractor shall compile a list of everyone requesting a copy of the bid package.

(5) The Contractor shall ensure that all pre-qualified lists of persons, firms or other organizations that are used to acquire goods and services are current and include sufficient numbers of qualified sources to ensure maximum open and free competition. The agencies listed on the bidder's list may be individually notified.

(6) The Contractor shall maintain records that are sufficient to detail the significant history of a procurement procedure. These records shall include, but are not limited to the following: rationale for the method of procurement; the selection of contract type; contractor selection or rejection; rational and reasonable rating criteria and the basis for the contract type.

(7) The Contractor shall keep records sufficient to insure that funds have not been spent unlawfully.

(8) The Contractor shall retain all records pertinent to any procurement agreement/contract within the County of Los Angeles for a period of five (5) years following termination of the Agreement and after final disposition of all pending matters. "Pending Matters" include, but are not limited to an audit, litigation, or other activities involving records. Prior to destruction of records retained under this Agreement, the Contractor shall notify the City and request instructions on disposition of said records.

(9) The Contractor shall not contract with any party that is debarred, suspended or otherwise excluded from participation in Federal assistance programs. All contracts shall include a self-certification from the contractor that it is not a debarred party.

The Federal government prohibits awards to any party that is debarred. The Federal government compiles a list of debarred parties. The Federal list is published by the General Services Administration. A copy may be obtained by accessing https://www.sam.gov/SAM/. The list will be issued as an Information Bulletin in May of each year. It is the Contractor's responsibility to ensure that funds are not awarded to entities on the debarment list.

(10) Procurement activities must be concluded in a confidential manner. Staff involved in procurements must not divulge advance purchasing information, specific proposal/offer evaluation criteria, and negotiations with bidders or in-house discussions regarding procurement until such time as this information is released to all parties.

(11) Contractor shall receive and log in proposals and establish a method for recording the date and time of arrival of proposals using either a log-in sheet, or a date/time stamp. Contractor shall establish a single location for receipt of proposals. Contractor shall ensure that the only proposals received by the deadline specified in the bid package qualify for the evaluation process unless there is a valid legal reason for otherwise considering a late proposal.

(12) Contractor shall establish proposal evaluation procedures that shall include, but not be limited to the following:

(a) Clear staff responsibilities: A procurement specialist shall be designated for each bid/proposal process. It shall be the responsibility of the specialist to insure compliance with these procurement rules;

(b) Develop a standard worksheet or check-list for determining responsiveness of each proposal;

(c) Establish and use evaluation criteria and a standard evaluation worksheet to be used in recording the evaluations of each proposal;

(d) Prepare an analysis of costs to verify allowability and to determine reasonableness;

(e) Identify staff responsibilities for completing proposal evaluation and for summarizing evaluation results;

(f) Develop a description of methods for ensuring independence of ratings by those involved in the evaluation process (i.e., prohibit discussion among staff, sequestered evaluations);

(g) Identify policy and process by which selection of awardee(s) will be made; and

(h) Provide an opportunity for bidders to appeal staff recommendations.

Items a-c should be sufficiently completed before issuance of the bid package so relevant parts can be included.

(13) Contractor shall identify complete and timely proposals. Contractor shall review the technical merits of these proposals based on the rating criteria contained in the bid package. Contractor shall review the cost proposals based on applicable cost principles and the technical proposal.

(14) Contractor shall determine which proposals are in competitive range for technical response and based on the cost and price analysis conducted prior to the release of the bid package.

(15) Contractor shall negotiate with organization(s) in the competitive range. Contractor shall establish policies and procedures governing face-to-face negotiations. Include in these policies opportunities to seek clarification of the proposal content, the offeror to submit a best and final proposal prior to final evaluation and award. Contractor shall include in the criteria that all responsive offerors in the competitive range are given fair and equal consideration based on the merits of their proposals. Contractor shall document these negotiations in writing.

(16) Private for-profit entities must obtain prior written approval from the City for purchases of personal property (other than supplies) using Agreement funds.

(17) Contractor shall conduct and document oversight to ensure compliance with these procurement procedures.

(18) If the State of California, or the City of Los Angeles has established a debt against a service provider that has not been repaid or a repayment agreement plan has not been implemented, then the service provider shall be barred from receiving any future City funds.

(19) Participation of Minorities, Women, Disadvantaged and Small Businesses

To the fullest extent possible in the administration of this Agreement, Contractor agrees to provide opportunities for minorities, women, disadvantaged and small businesses to participate in procurements under this Agreement.

(20) The Contractor shall not use funds provided under this Agreement to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State, or local sources, unless it is demonstrated that the Agreement-funded alternative services or facilities would be more effective or more likely to achieve performance goals.

(21) The Contractor, to the maximum extent practicable and permitted by law, is encouraged to maximize use of goods, products, and materials produced in the United States when procuring goods and services under Federal awards. (2 CFR 200.322.)

(22) The Contractor, consistent with 2 CFR 200.216 (Prohibition on certain telecommunication and video surveillance services or equipment (Effective 8/13/2020)), shall be prohibited from obligating or expending loan or grant funds to (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. This prohibition applies even if the contract is not intended to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services. As described in section 889 of the 2019 National Defense Authorization Act, covered telecommunications equipment or services includes: Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(a) Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:

(i) Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
(ii) Procure or obtain, extend or renew a contract to procure or obtain;
(iii) Enter into a contract (or extend or renew a contract) to procure; or
(iv) Obtain the equipment, services, or systems.

c. Cost or Price Analysis:

(1) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(2) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

d. Awarding of Agreement/Contract

(1) Prior to an award of a contract, the City/Contractor shall make a determination that the Contractor/Subcontractor has demonstrated effectiveness in providing the requested services. Agreements/Contracts shall be made only with responsible Contractors/Subcontractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. The selected proposer must be a responsive entity that has submitted a proposal or bid which meets all requirements of the solicitation adequately, which includes responding to the Request for Proposal (RFP)/Request of Qualification (RFQ) within the required time frames, and completing all forms and documents. A responsible entity is one that has been determined to: 1) have a satisfactory record of integrity and business ethics; 2) have a satisfactory performance record; 3) have adequate financial resources to perform the contract or the ability to obtain such resources; 4) be able to comply with the required or proposed delivery of performance schedule, taking into consideration all existing commercial and business commitments; 5) have the needed organization, experience, accounting, operational control and technical skills or ability to obtain them; 6) have adequate production, construction or technical equipment and needed facilities or the ability to obtain them; 7) be able to meet the program design specifications; 8) be able to meet performance goals which includes a showing of demonstrated effectiveness in providing employment and training services; 9) be able to provide services that can lead to the achievement of competency standards for participants; and 10) be both qualified and eligible to receive the award under the applicable law and regulation. Contractor/Subcontractor shall make the award(s) and finalize the contract(s). Contractor/Subcontractor shall follow established procedures for formal notification of offerors of the results of the evaluations and selected process.

(2) The City/Contractor and its contractors/subcontractors shall make positive efforts to utilize small business and minority-owned business as sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts to be performed utilizing Federal grant funds. If applicable, Contractor/Subcontractor certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than $100,000.

(3) Where such advertised bids are obtained, the awards shall be made to the responsible bidder whose bid is responsive to the invitation and is most advantageous to the grantee, price and other factors considered. Factors such as discounts, transportation costs, and taxes may be considered in determining the lowest bid. No points shall be given for status as subcontractors or a contractor with an approved childcare policy within existing delivery systems. However, if a bid results in a tie score, preference may be given to the contractor or a subcontractors with an approved child care policy.

(4) Any or all bids may be rejected when it is in the City/Contractor's interest to do so, and such rejections are in accordance with applicable State and local law, rules, and regulations.

e. Funding Restrictions for High-Risk Contracts

(1) A contractor may be considered "high-risk" if an awarding agency determines that the contractor is otherwise responsible but:

(a) Has a history of unsatisfactory performance;

(b) Is not financially stable;

(c) Has a management system that does not meet the management standards set forth in this part; or

(d) Has not conformed to terms and conditions of a previously awarded grant or sub-grant.

(2) If the City/Contractor agency determines that a grant or sub-grant shall be made to a "high-risk" contractor or subcontractors, then special funding restrictions that address the "high-risk" status may be included in the contract or subcontract. Funding restrictions may include, but are not limited to:

(a) Use of reimbursements rather than advances or payment upon completion of the project;

(b) Requiring additional and/or more detailed financial or performance reports;

(c) Additional monitoring;

(d) Requiring the contractor or subcontractors to obtain specific technical or management assistance, and/or

(e) Establishing additional prior approvals (e.g., requiring awarding agency approval prior to hiring/firing, award of small purchase contracts).

(3) If the City/Contractor decides to impose such funding restrictions, the awarding official shall notify the contractor or subcontractors as early as possible, in writing, of:

(a) The nature of the funding restriction(s);

(b) The reason(s) for imposing them;

(c) The corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions;

(d) The method of requesting reconsideration of the restrictions imposed; and

(e) Additional prior approvals.

f. City Code of Conduct

All contractors shall adopt a Code of Conduct in accordance with the requirements as set forth in §504 of this Agreement.

g. Methods of Procurement

(1) Contractor shall use one (1) of the following methods of procurement either by bid or proposal, as appropriate for each procurement action, for entering into contracts with subcontractors. Contractors shall conduct procurement in a manner that provides full and open competition. Contractor shall perform a cost or price analysis in connection with every procurement action in excess of the small purchase procedures, including contract modifications to determine that the expenditure is reasonable. When any purchase is made, it can only be for an allowable cost. Invitations for bids shall clearly set forth all requirements that the bidder must fulfill in order for his bid to be evaluated by the grantee. Grievance process procedures shall be included in each of the following methods of advertised procurement. Specific requirements and procedures are set forth in 24 CFR §84.44, 2 CFR 200, Los Angeles City Charter §370-§372, and 2 CFR Chapter I, Chapter II, Part 200, et al., incorporated herein by reference.

(2) Prior to entering into any subcontract that has a value of One Thousand Dollars ($1,000) or more, the Contractor shall submit to the City evidence that it has received a minimum bid(s) for such subcontractors and documentation that justifies the selection of the successful bidder. The Contractor shall maintain records showing the parties solicited and the bids submitted.

(a) Micro Purchase Procedure: Micro purchases are made from vendors for goods or services under $10,000. No quotations or bids required, but an equitable distribution of purchases must be documented.

(b) Small Purchase Procedures: Small purchases are made from vendors for goods or services under $250,000. Following the procedures for small purchases shall constitute justification of the procurement method chosen. The bid must indicate the quantity, time frame and all other requirements of the product or service sought. Bids must be solicited from vendors that can reasonably be expected to provide the goods or services needed.

The requirements are:

Dollar Range of Purchase	Contract and Method
$10,001 to $250,000	3 written bids received**

**Three (3) bids must be received by Contractor. The bid process and bids received must be documented in writing in the file. The Request for Bid must either be provided in writing to the vendors, or transmitted as uniformly as possible over the telephone. To be considered, the bid response must be signed and dated by the vendor.

(c) Purchase/Services Over $250,000

Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

i. A complete, adequate, and realistic specification or purchase description is available;

ii. Two or more responsible bidders are willing and able to compete effectively for the business; and

iii. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

i. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

ii. The invitation for bids, which shall include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

iii. All bids shall be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

iv. A firm fixed price contract award shall be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts shall only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

v. Any or all bids may be rejected if there is a sound documented reason.

vi. Issue a Public Notification made through an announcement in a local public medium (e.g., newspaper) that covers the entire service area.

(d) Procurement by competitive proposals.

The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(ii) Proposals must be solicited from an adequate number of qualified sources;

(iii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(iv) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) Procurement by Noncompetitive Proposals

Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(i) The item is available only from a single source;

(ii) The public exigency or emergency for the requirement shall not permit a delay resulting from competitive solicitation;

(iii) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(iv) After solicitation of a number of sources, competition is determined inadequate.

(f) Contract Provisions

(i) All contracts must contain at a minimum the following provisions:

i. Specific deliverables and the basis for payment;

ii. Provisions requiring compliance with Community Development Block Grantors (CDBG) including, but not limited to other funding source regulations;

iii. Provisions that describe remedies for breach;

iv. Provisions that describe Grantors CDBG and other funding sources patent and copyright rules;

v. Provisions for termination for cause and convenience;

vi. Access to records for audit purposes;

vii. Audit requirements;

viii. Provisions for payment and delivery;

ix. Provisions describing contract amendment procedures;

x. Provisions against assignment;

xi. Provisions for equal opportunity and non-discrimination;

xii. Provisions prohibiting conflicts of interest.

(g) Competition

(i) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

i. Placing unreasonable requirements on firms in order for them to qualify to do business;

ii. Requiring unnecessary experience and excessive bonding;

iii. Noncompetitive pricing practices between firms or between affiliated companies;

iv. Noncompetitive contracts to consultants that are on retainer contracts;

v. Organizational conflicts of interest;

vi. Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and

vii. Any arbitrary action in the procurement process.

(ii) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(iii) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

i. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

ii. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

iii. The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(h) Appeal and Dispute Procedures

The City and its contractors shall have protest procedures to hand and resolve disputes relating to their procurement. A protester shall exhaust all administrative remedies with the contractor before pursuing a protest at a higher level. Notice of appeal rights and procedures must be given to all bidders

EXHIBIT J
PROFESSIONAL FEE SCHEDULE

(Attached)

HANDYWORKER PROGRAM
Specification for Fee Schedule (Revised November 2023)

ADMINISTRATIVE COSTS

1	Administrative Service Fee	A. $1000 – Minor repairs: homeowners B. $480 – Safety devices: renters

2	Lead Retest Sampling and Clearance	-$200 per retest

Reimburse City for the cost of subsequent lead clearance inspection and sampling following failure of initial test (deducted from total job cost).

3	Building Permit Fees (attach to invoices)	As quoted

Provide written receipts for all permit fees paid to Department of Building and Safety.

SAFETY & ACCESSIBILITY

4	Install Smoke Detector (Battery Operated)	$55 per installation

If applicable, remove non-operating existing battery operated smoke detector and dispose properly. Install a 10 year worry free lithium battery-powered smoke detector. Smoke detectors to be located in each sleeping room, outside each separate sleeping area in the immediate vicinity of the bedroom(s), and on each additional story of the dwelling, including basements, and habitable attics. Instruct homeowner on its use and worry free battery.

5	Install Carbon Monoxide (CO) Detector (Battery Operated)	$90 per installation

If applicable, remove non-operating existing battery operated carbon monoxide detector and dispose properly. Install a 10 year worry free lithium battery-powered carbon monoxide detector. Instruct homeowner on its use and battery replacement. Carbon monoxide detectors to be located outside of each separate sleeping area in the immediate vicinity of the bedroom(s), and on every level of a dwelling unit including basements. Instruct homeowner on its use and worry free battery.

6	Install Combined Smoke/CO Detector (Battery Operated)	$100 per installation

If applicable, remove non-operating existing battery operated smoke and carbon monoxide

combined detector, and dispose properly. Install a 10 year worry free lithium battery-powered smoke and carbon monoxide combined detector. Smoke detectors to be located in each sleeping room, outside of each separate sleeping area in the immediate vicinity of the bedroom(s), and on each additional story of the dwelling, including basements, and habitable attics. Carbon monoxide detectors to be located outside of each separate sleeping area in the immediate vicinity of the bedroom(s), and on every level of a dwelling unit including basements. Instruct homeowner on its use and worry free battery.

7	Replace Hard wired Smoke Detector, Carbon Monoxide or Combined with battery back up	$105 per replacement

Remove and dispose of existing non-working electrical smoke, carbon monoxide or combined detector. Provide and install new 120v photoelectric smoke, carbon monoxide or combined detector with power- on indicator at same location in full compliance with all applicable building codes. Unit to be UL approved and shall be of such quality to operate properly without false alarms under ordinary living conditions with exception of excessive smoke caused by cooking. Install according to manufacturer's recommendations, permanently hardwired into existing electrical supply. Repair all affected surfaces to match adjacent. Smoke detectors to be located in each sleeping room, outside of each separate sleeping area in the immediate vicinity of the bedroom(s), and on each additional story of the dwelling, including basements, and habitable attics. Carbon monoxide detectors to be located outside of each separate sleeping area in the immediate vicinity of the bedroom(s), and on every level of a dwelling unit including basements. All hard wired devices shall have a 10 year worry free lithium back up battery. Instruct homeowner on its use and worry free battery.

8	Install Grab Bar 12"-24"	$75 per installation

Provide and install new 12" to 24" grab bar. Heavy duty, welded, ADA approved stainless steel. Install as per manufacturer's specifications. Repair all affected surfaces to match adjacent finishes.

9	Install Grab Bar 36"-48"	$95 per installation

Provide and install new 36" to 48" grab bar. Heavy duty, welded, ADA approved stainless steel. Install as per manufacturer's specifications. Repair all affected surfaces to match adjacent finishes.

10	Install Shower/Bathtub Chair (Pre-Manufactured)	$95 each

Provide and install a new shower/bathtub chair per manufacturer's instructions. Must be of durable construction, with adjustable leg height, suction cup feet, drain holes on seat, arm rests, and weight capacity of 225-350 lbs. Comparable to "Medline Shower Chair Bath Seat with Padded Armrests and Back, Supports up to 350 lbs."

11	Install Exterior Wrought Iron Handrail to Code	$85 per linear foot

Remove deteriorated existing handrail (if applicable) and dispose properly. Provide and install non- decorative wrought iron railings. Railings are to be anchored into structural framing and/or mechanically anchored into concrete. Bottom rails of railings shall be approximately 4" to 6" above concrete. Balusters shall be 4" O.C. Posts to be placed a minimum of 42" and not more than 48" apart. All hardware must be galvanized. Handrails must be primed with rust inhibiting primer and painted with exterior semi-gloss enamel. Finish color to match adjacent surfaces or owner's choice. Repair all affected surfaces to match adjacent finishes. All finished rails must be plumb and level. **Permit is required if more than three steps.**

12	Install Wood Handrail (Exterior or Interior)	$45 per linear foot

Remove deteriorated existing handrail (if applicable) and dispose properly. Provide and install round wood handrail including 3 steel brackets secured to studs and rail. Height needs to be minimum 34"-38" or per code above top of tread line. Prime and finish. Exterior wood is to be termite and water resistant. Finish color to match adjacent surfaces or owner's choice. Repair all affected surfaces to match adjacent finishes. All finished rails must be plumb and level. **Permit is required if more than three steps.**

13	Install Wheelchair Ramp, Landing, Rails (Wood)	$180 per linear foot

Provide and submit plans for approval to LAHD Handyworker program for installation of new wheelchair ramp. Plans may be hand drawn but must be clear and include list of materials to be used. Plans should include 3' wide ramp with 1-inch rise per 1 foot of length. Provide a level 4' x 5' minimum landing. Provide pressure treated 4x4s secured at base and 2" x 6" pressured treated floor joists. Finish floor shall be minimum ¾" exterior grade plywood with skid-proof vinyl/rubber surface made for that purpose. Round inside handrail on both sides of ramp attached with brace brackets at minimum 4' intervals and finished with polyurethane varnish or equally durable finish. Posts to be placed a minimum of 42" and not more than 48" apart. All nails and bolts to be galvanized. Sand and prime all surfaces. Applicants may submit alternative specifications for consideration. Finish color to match adjacent surfaces or owner's choice.

14	Install Wheelchair Ramp, Landing, Rails (Metal)	$195 per linear foot

Provide and submit plans for approval to LAHD Handyworker program for installation of new wheelchair ramp. Plans may be hand-drawn but must be clear and include list of materials to be used. Plans should include 3' wide ramp with 1inch rise per 1 foot of length. Provide a level 4' x 5' minimum landing. Round inside handrail on both sides of ramp attached with brace brackets at 4' intervals. Posts to be placed a minimum of 42" and not more than 4'-0" apart. All nails and bolts to be galvanized. Prime handrails with metal rust inhibiting primer and paint with exterior semi- gloss enamel. Finish color to match adjacent surfaces or owner's choice.

15	Brace Water Heater (Per Code)	$95 per water heater

Provide and install a minimum 22-gauge X ¾" wide metal straps to new water heater. Water heater must be strapped in at least two locations, one being in the upper one third of the unit, and the other in the lower one third. The lower strap must be a minimum of 4" above the water heater control unit. Ensure the required clearance from the wall to the water heater is maintained as specified on the unit nameplate. Anchor with (4) lag screws not less than ¼" in diameter penetrating 1½" into the wall studs with a large flat washer on each screw.

16	A. Install Earthquake Gas Shutoff Valve 3/4" B. Install Earthquake Gas Shutoff Valve 1" C. Install Earthquake Gas Shutoff Valve 1 1/4" D. Install Earthquake Gas Shutoff Valve 1 1/2"	$505 per installation $545 per installation $585 per installation $625 per installation

Provide and install new earthquake gas shutoff valve. Brand name Little Firefighter, AGV-.75. L.A. City approved RR5349 or equal. Install valve on owner's side of gas meter. AGV-12 stabilizer bracket or equivalent must be installed. Bracing shall be included. All work to comply with local building codes. If larger size is needed, submit justification to LAHD for approval. **BUILDING PERMIT REQUIRED.**

17	Install Earthquake Gas Shutoff Valve Under House (maximum 2 hours)	$44 per hour

This item is for the labor/time it takes to install a valve under the home.

ELECTRICAL

18	Replace Doorbell	$75 per replacement

Remove existing non-operating doorbell and button and dispose off-site. Provide and install new doorbell button for front door location and two-note chime at existing location (wireless units are acceptable). Repair all affected surfaces to match adjacent finishes.

19	Replace Electrical Outlet or Light Switch	$35 per replacement

Remove existing non-operating electrical outlet or switch and dispose off-site. Provide and install new- grounded 120v outlet or switch. Install cover plate and include all fasteners. Cover plate to be straight and even with adjacent surfaces.

20	Install Ground Fault Circuit Interrupter (GFCI) Outlet	$90 per installation

Electrical must be a 3 wire grounded system. Remove existing electrical outlet and dispose off-site. Provide and install new GFCI outlet, include cover plate and all fasteners. Cover plate must be straight and even with adjacent surfaces. Install GFCI according to NEC and local Building and Safety code. GFCI should match all adjacent electrical trim finishes.

21	Replace Cover Plate for Electrical Outlet or Switch	$5.50 per replacement

Remove existing damaged cover plate for electrical outlet or switch and dispose off-site.

Provide and install new cover plate and include all fasteners. Cover plate to be straight and even with adjacent surfaces. Cover plates should match all adjacent electrical trim finishes.

22	Replace Light Fixture for Interior Ceiling	$80 per replacement

Remove existing non-operating light fixture from interior ceiling and dispose off-site. Provide and install new energy efficient light fixture per manufacturer's recommendations. Connect fixture to existing wiring that operates from switch. Owner shall choose fixture style from standard available list. Repair all affected surfaces to match adjacent finishes. All existing electrical must be code compliant in order for approval.

23	Replace Existing Ceiling Fan	$180 per replacement

Remove and dispose existing ceiling fan off-site. Verify junction box is suitable for ceiling fan application and can support weight of new fan. Replace with similar unit. New unit should connect to existing wiring. Patch and repair all affected areas. All existing electrical must be code compliant in order for approval.

24	Install Ceiling Fan Retrofit Junction Box	$145 per replacement

Remove existing non-compliant junction box from interior ceiling and properly dispose of. Provide and install new ceiling fan retrofit junction box with proper supported weight rating, per manufacturer's recommendations. Provide all necessary electrical materials needed. Repair all affected surfaces to reasonably match adjacent finishes. Contractor must submit photos of both the old box and the new box for documentation. Contractor is responsible for ensuring that all electrical work is code compliant and performed by qualified individuals. **Electrical Permit Required.**

25	Replace Light Fixture for Exterior (Energy Efficient, Sensor, or Security)	$120 per replacement

Remove existing non-operating light fixture from exterior and dispose off-site. Provide and install new energy efficient light fixture per manufacturer's recommendations. Connect fixture to existing wiring that operates from switch. Owner shall choose fixture style from standard available list. Repair all affected surfaces to match adjacent finishes. All existing electrical must be code compliant in order for approval

PLUMBING

26	Replace Water Line to Toilet (Angle - Stop to Tank)	$45 per line

Remove existing deteriorated parts and dispose off-site. Provide and install new supply line from source at wall, angle stops, and nipples when required in compliance with applicable building code.

27	Reset Toilet	$80 per toilet

Replace brass mounting bolts and reset existing toilet on new wax ring. Dispose of removed parts properly. Re-caulk and check for leaks. Repair affected surfaces to

match adjacent finish.

28	Replace Toilet Fill Valve Assembly	$85 per toilet

Remove defective fill valve assembly and dispose properly. Provide and install new unit of appropriate size and type. Adjust for proper operation.

29	Replace Toilet Seat	$55 per toilet

Remove existing deteriorated toilet seat and dispose properly. Provide and install new seat and hardware as per manufacturer's specifications.

30	Install Toilet Seat Riser (Disabled Access)	$85 per toilet

Install per manufacturer's instructions.

31	Replace/Install Disabled Access Toilet (Inoperable Only)	$440 per toilet

Remove non-operating toilet from site and dispose off-site. Provide and install new toilet designed for disabled access using new wax ring and brass mounting bolts, toilet seat, new supply line and caulk area to prevent water leakage. Comply with local water saving and all other code requirements. Repair affected surfaces to match adjacent finishes. **BUILDING PERMIT REQUIRED.**

32	Replace Standard Height Toilet (Inoperable Only)	$350 per toilet

Remove non-operating toilet from site and dispose off-site. Provide and install new standard height toilet using new wax ring and brass mounting bolts, toilet seat, new supply line and caulk area to prevent water leakage. Comply with local water saving and all other code requirements. Repair affected surfaces to match adjacent finishes. **BUILDING PERMIT REQUIRED.**

33	Replace Sink Trap Assembly for Bathroom or Kitchen	$90 per trap

Remove deteriorated trap from site and dispose properly. Provide and install new trap inclusive of all hookups, connections, associated hardware, including extension arm and slip joint, caulking, and cleanup.

34	Install Hand Held Shower Head	$85 per shower head

Provide and install a new hand held shower head per manufacturer's instructions. Properly dispose all old hardware.

35	Replace Bathroom Sink, Complete with Fixtures	$390 per sink

Remove existing sink with faucet and dispose of offsite. Provide and install new sink & faucet to match same size as the one removed. Install new Delta or Moen single lever

faucet mounted on sink. Provide and install new trap/drain and hot/cold water supply lines, inclusive of all hookups, connections, associated hardware, caulking and cleanup. All work to be in full compliance with applicable plumbing codes.

36	Replace Bathtub/Shower Control Stem (Stop Leaking)	$75 per stem

Remove existing deteriorated faucet from site and dispose properly. Provide and install new faucet stem. Includes handle, stem, washer and stem seat, connections, associated hardware, caulking and cleanup. Connect to new or existing hot and cold water supply lines. Repair affected surfaces to match adjacent finishes.

37	Repair Bathroom Faucet (Replace Washer)	$40 per valve

Repair faucet to eliminate leak. Remove deteriorated and provide and install new washer, stem and seat as necessary. Dispose of parts and debris properly.

38	Replace Bathroom Lavatory Faucet	$170 per replacement

Remove existing deteriorated faucet from site and dispose properly. Provide and install new faucet. Owner shall select style from standard available list. Includes handle, stem, washer and stem seat, connections, associated hardware, caulking and cleanup. Connect to new or existing hot and cold water supply lines. Repair affected surfaces to match adjacent finishes.

39	Replace Bathroom Faucet with Supply Lines	$200 per replacement

Remove existing bathroom faucet from site. Provide and install new Delta or Moen faucet, with new hot and cold supply lines, inclusive of all hookups, connections, associated hardware, caulking and cleanup. All work to be in full compliance with applicable plumbing codes.

40	Replace Caulking	$1.75 per linear foot

Remove and dispose of all deteriorated and broken caulking without damage to adjacent areas. Provide and install new continuous, finger-smooth latex water seal caulking to areas removed, free of divots and voids. Clean area removing all waste material.

41	Replace Caulking around Tub (Avg 15 lin ft)	$25 per tub

Remove and dispose of all deteriorated and broken caulking without damage to adjacent areas. Provide and install new continuous, finger-smooth latex water seal caulking to areas removed, free of divots and voids. Clean area removing all waste material.

42	Replace Garbage Disposal (1/3 HP)	$210 per replacement

Remove existing disposal from site. Provide and install new 1/3 HP Badger, insinkerator or equal garbage disposal with new sink drain (provided with new disposal). Reconnect to existing plumbing and electrical. All work to be in full compliance with applicable plumbing and electrical codes.

43	Replace Kitchen Faucet with Supply Lines	$280 per replacement

Remove existing deteriorated faucet from site and dispose properly. Provide and install new faucet to mount on sink. Owner shall select style from standard available list. Includes handle, stem, washer and seat, also includes hookups, connections, associated hardware, caulking and cleanup. Connect to new or existing hot and cold water supply lines. Repair affected surfaces to match adjacent finishes.

44	Replace Kitchen Sink	$485 per replacement

Remove existing sink from site. Provide and install new sink to match same size as the one removed. Re-install all existing trap, drain, hot and cold supply lines, and any connections, with associated hardware, caulking and cleanup. All work to be in full compliance with applicable plumbing code.

45	Replace Kitchen Sink and Faucet	$580 per replacement

Remove existing kitchen sink and faucet and dispose offsite. Provide and install new sink & faucet to match same size as the one removed. Install new Delta or Moen single lever faucet mounted on sink. Provide and install new trap, drain, hot and cold supply lines, and any connections, with associated hardware, caulking and cleanup. All work to be in full compliance with applicable plumbing codes.

46	Replace Outside Faucet (Hose Bib)	$48 per replacement

Remove existing deteriorated hose bib and dispose properly. Provide and install new brass hose bib including handle, stem, washer, seat, hookups, anti-siphon valve, connections, associated hardware, caulking, and cleanup. Connect to water supply line. Repair affected surfaces to match adjacent finishes. **Hose bib must be equipped with an anti-siphon valve.**

47	Install Water Heater Discharge Line (T&P Valve)	$150 per water heater

Extend existing water heater T&P valve drain to exterior in compliance with Building & Safety code using approved material for piping. Piping shall run in straight parallel lines (not obstructing any other items) and discharged toward ground or drain. Repair all affected areas to match adjacent surfaces.

48	Replace Water Heater (No Enclosure), 40 gal (Gas)	$1,625 per water heater

Remove existing non-operating water heater and dispose off-site. Provide and install new

water heater with new 40 gallon, gas fired, glass lined water heater by Rheem or approved equal. Include high limit cutoff, temperature and pressure relief valve with pipe discharge, all concealed piping, insulating wrap and venting. Install in finished metal enclosure with minimum 3" raised concrete pad and strap to structure. All work must comply with LADBS building code. **BUILDING PERMIT REQUIRED.**

49	Replace Water Heater Enclosure (Include Vent Pipe & Connections)	$345 per water heater

Remove existing water heater enclosure from site and properly dispose. Provide and install new galvanized water heater enclosure, sized correctly. Securely fasten to structure. Install according to manufacturer's instructions. Comparable to 24 in. Galvanized Steel Water Heater Enclosure. Seal all openings and penetrations around enclosure to protect from the elements.

50	Install Water Heater Expansion Tank	$165 per water heater

Install new water heater expansion tank when required by code and manufacturer's instructions. Tank shall be properly supported and sized to plumbing system. All work must comply with LADBS building code.

DOORS

51	Install Aluminum Screen Door (36" Door)	$265 per door

Remove existing deteriorated screen door and dispose properly. Provide and install new heavy-duty screen door, complete with standard screen door closer and latching hardware. Install door to open, close, and lock properly. Repair holes and dents in jamb and repair affected surfaces to match adjacent finishes. Door shall be plumb and square with existing door jamb threshold and frame.

52	Re-Screen Screen Door (36" Door)	$90 per door

Remove door from door frame. Remove deteriorated existing screen and dispose properly. Provide and install metallic insect wire screening to fit tightly at all edges. Reinstall door to open and close properly.

53	Install Security Door and Locks (36" Door)	$500 per door

Remove existing deteriorated security door and dispose properly. Provide and install new security wrought iron door built with heavy gauge security screen. Provide and install entrance and deadbolt locks to be single cylinder and shall not conflict with lock(s) on door. Install door to open, close and lock properly. Prime doors with metal inhibiting primer and finished as trim. Color to be selected by owner from standard available list. Door shall be plumb and square with existing door jamb threshold and frame.

54	Install Metal Door Threshold & Weather-Stripping (36" Door)	$98 per door

Remove the existing deteriorated door threshold and dispose properly. Provide and install a new metal threshold, properly anchored to the sub floor and sloped to drain. Refit the bottom of the door to the new door threshold with proper weather-stripping. Adjust doors to open, close and lock properly. Repair all affected surfaces to match adjacent finishes. For bid purposes, assume 36” door.

55	Install Exterior Door Weather-Stripping (36" Door)	$98 per door

Remove the existing deteriorated weather-stripping from door. Provide and install new pressure type weather-strip and door sweep on exterior doors. Adjust doors to open, close and lock properly. Repair all affected surfaces to match adjacent finishes.

56	Replace Exterior Door, Pre-Hung Assembly (36" x 80" Door)	$845 per door

Remove damaged exterior door and jamb and dispose off-site properly. Provide and install new door and jambs with pre-hung 1 ¾” door assembly. Owner shall select door style from standard available list. Door replacement includes new casings, stucco mold, threshold, weather-stripping, shoe, door sweep and entry and dead bolt locks. Shim and adjust to open, close and lock properly. Comply with lead safe work practices. Repair all affected surfaces to match adjacent finishes. Prime and paint the area to match adjacent surfaces or owner’s choice. Door shall be plumb and square with existing door jamb threshold and frame

57	Replace Exterior Door (36" x 80" Door)	$485 per door

Remove damaged existing exterior door and dispose properly. Provide and install new door. Owner shall select style from standard available list. Door replacement includes new threshold, shoe, weather- stripping, door sweep and entry and dead bolt locks. Trim to fit existing jamb. Shim and adjust to open, close and lock properly. Bid price based upon 36” x 80” door. Repair all affected surfaces to match adjacent finishes. Prime and paint door to match adjacent surfaces or owner’s choice. Door shall be plumb and square with existing door jamb threshold and frame

58	Replace Garage to Home fire door (20 minute fire rated)	$485 per door

Remove deteriorated existing door(s) and haul from site. Install one of the following acceptable doors: solid wood door no less than 1-3/8” thick, a steel door with a solid or honeycomb core no less than 1-3/8” thick, or a door with a 20-minute fire-rating. Owner shall select style from a standard available list. Trim to fit the existing jamb. Adjust to open and close properly with automatic self-closer. Repair affected surfaces to match adjacent finishes. Door installation should include new hinges and lever lockset if needed. Prime and paint the door area to reasonably match the adjacent surface. **Building Permit Required.**

59	Replace Sliding Glass Patio Door	$1,910 per door

Remove the existing sliding glass door and properly dispose of it off-site. Comply with lead safe work practices, making sure to control dust and possible contamination during the removal process. Provide and install new dual glazed vinyl, energy efficient, National Fenestration Rating Council (NFRC)compliant, clear tempered glass, sliding patio door with standard size retrofit frame in the same location and of equal size. Install all required weatherproof materials. If the structure has exterior siding finish, any siding cut for installation must be "toothed" back in with siding so that joints are staggered. Stucco finishes must be blended to match the existing finish. Caulk all junctions of the window and any new material added. Repair all interior and exterior finishes affected by door change to match adjacent finishes and paint all new material to match existing. Sliding door is to have an NFRC certified sticker, new sliding screen door, and locks. If the sliding door is a custom size, the contractor may submit supporting paperwork to justify any substantial cost difference. All price adjustments are subject to approval. **BUILDING PERMIT REQUIRED**

60	Adjust Existing Door (Includes Threshold Hinges and Paint Touch Up)	$90 per door

Adjust door to open, close, and lock properly. Trim any needed areas, top, bottom or sides for even reveal. Repair all affected surfaces to match adjacent finishes. Prime and paint door to match adjacent surfaces. Door shall be plumb and square with existing door jamb threshold and frame

61	Install Dead Bolt Lock	$88 per door

Remove damaged existing dead bolt lock from exterior door and dispose properly. Provide and install new keyed-alike deadbolt lock. Bolt to extend minimum 1” into keeper and securing screws extending a minimum of 1” into 2 x door framing (trimmer). All holes, cracks, divots to be repaired and repainted to a smooth, paint-ready finish. Repair all affected surfaces to match adjacent finish.

62	Install Entrance Lock	$88 per door

Remove damaged existing entrance lock from exterior door and dispose properly. Provide and install new entry lock. Bolt to extend into keeper and securing screws extending a minimum of 1” into 2 x door framing (trimmer). All holes, cracks, divots to be repaired and repainted to a smooth, paint-ready finish. Repair all affected surfaces to match adjacent finish.

63	Install Peephole	$40 per door

Provide all needed materials. Locate desired viewer position. The viewer position should be positioned at eye level. Drill 9/16”/14mm hole through the door. Unscrew door viewer. Place outer tube through door from inside to outside. Threaded tube fits through door from

outside to inside. Screw door viewer together; tighten with flat headed screwdriver inserted into small notches of the viewer facing inside. Repair affected surfaces to match adjacent finishes.

64	Install Self-Closing Hinges to Attached Garage	$90 per door

Provide and install a new Universal Hardware Heavy-Duty Aluminum Residential Closer. Designed for right and left-handed applications. Made for doors weighing between 88 and 144 lbs. with adjustable closing speed to prevent doors from slamming. Installed at standard top-jamb applications. Shall not hold door open. Closer shall be installed on fire rated door between existing dwelling and garage.

65	Replace Garage Door, 1 Car (8' x 7'), with Remote Opener (Attached Only)	$1,375 per door

Remove existing deteriorated garage door and dispose off-site. Provide and install new 4-5 section aluminum overhead garage door complete with stops and all bracing required for installation. Include any framing, trims, or adaption materials. Use medium grade aluminum door as manufactured General Doors Corporation or equal. Paint all new wood trim and the new aluminum doors with two coats of exterior paint to match the rest of the garage surfaces as close as possible.

66	Replace Garage Door, 2 Car, (16' x 7'), with Remote Opener (Attached Only)	$2,175 per door

Remove existing deteriorated garage door and dispose off-site. Provide and install new 4-5 section aluminum overhead garage door complete with stops and all bracing required for installation. Include any framing, trims, or adaption materials. Use medium grade aluminum door as manufactured by General Doors Corporation or equal. Paint all new wood trim and the new aluminum doors with two coats of exterior paint to match the balance of garage surfaces as close as possible.

67	Replace Garage Door, 1 Car (8' x 7'), without Remote Opener (Attached Only)	$1,100 per door

Remove existing deteriorated garage door and dispose off-site. Provide and install new 4-5 section aluminum overhead garage door complete with stops and all bracing required for installation. Include any framing, trims, or adaption materials. Use medium grade aluminum door as manufactured by General Doors Corporation or equal. Paint all new wood trim and the new aluminum doors with two coats of exterior paint to match the rest of the garage surfaces as close as possible.

68	Replace Garage Door, 2 Car, (16' x 7'), without Remote Opener (Attached Only)	$1,850 per door

Remove existing deteriorated garage door and dispose off-site. Provide and install new 4-5 section aluminum overhead garage door complete with stops and all bracing required for installation. Include any framing, trims, or adaption materials. Use medium grade aluminum door as manufactured by General Doors Corporation or equal. Paint all new wood trim and the new aluminum doors with two coats of exterior paint to match the balance of garage surfaces as close as possible.

69	Install Shower Door/Tub Enclosure	$520 per door

Remove existing unit and dispose offsite. Provide and install new shower doors or bath enclosure. Should use aluminum side frames that are secured to walls and sealed with continuous finger smooth silicone caulk. Doors to be tempered glass with side hinged to open out. Bottom to have water guard to prevent leaking.

70	Replace Interior Door (Pre-Hung Assembly)	$425 per door

Remove deteriorated existing interior door and jamb and dispose off-site. Provide and install new paint grade 1 3/8" hollow core door and jambs with pre-hung 1 ¾" door assembly. Owner shall select style from standard available list. Trim to fit existing opening. Adjust to open and close properly. Comply with Lead Safe Work Practices. Obtain required permit. Repair affected surfaces to match adjacent finishes. Door installation is to include new hinges and lever lockset. Prime and paint the area to match adjacent surface. Door shall be plumb and square with existing door jamb threshold and frame.

71	Replace Interior Door	$230 per door

Remove deteriorated existing door(s) and haul from site. Provide and install new paint grade 1 3/8" hollow core door. Owner shall select style from standard available list. Trim to fit existing jamb. Adjust to open and close properly. Repair affected surfaces to match adjacent finishes. Door installation is to include new hinges and lever lockset. Prime and paint the area to match the adjacent surface.

72	Install Interior Privacy Lock	$60 per door

Remove deteriorated existing interior door privacy latch lock. Provide and install new privacy latch, including new keeper on jamb. Fill in and repair any unused holes in jamb and door. Holes larger than
½" wide or long must be filled with wood insert. Repair affected surfaces to match adjacent finishes.

73	Install Interior Passage Lock	$42 per door

Remove existing deteriorated interior door passage lock. Provide and install new passage lock, including new keeper on jamb. Fill in and repair any unused holes in jamb and door. Holes larger than ½" wide or long must be filled with wood insert. Repair affected surfaces

to match adjacent finishes.

WINDOWS

74	Install Quick Release for Window Security Bars (4' x 3' Window)	$320 per window

Provide all needed materials. All work to comply with local building code. Install lock bullets and hinges. Take care to center & level guard on opening. Install guard (hinge side) on center of 2x4 stud and secure hinges with lag screws. To close and level guard center bullets on 2'x4' stud and mark. Important: Drill 7/16" hole straight thru wall at 5/8" vertical offset above or below bullet mark. To insure proper release operation, an accurate alignment between lock body and lock bullet must be made. Angle-drill half way into 2"x4" stud inside wall a 7/16" hole and round off bottom. Install lock bodies on bullets and feed cables thru wall. Seal around lock body hole and mount lock bodies with lag screws at exterior wall. Caution, do not kink cables. Important: Use long cable for upper latch, and short cable for lower latch. Mount cable clamp stand-off on interior wall in the same stud used by lock bodies. Use only one lag screw at this time. The bottom of cable clamp to be approx. 6" above floor. Install aluminum covers with screws and hold cables next to stand-off and mark with file. Mark cable shields approximately ¼" below stand-off. Cut cable shield only (be careful not to damage cable). Use file edge to cut shield coil, remove excess shield. Fasten with cable clamp; caution, do not pinch cables. Remove slack from cables and cut cables equally approximately 4" beyond cable shield. Feed cables through holes at the top of pedal and under clamp on backside. To assemble hinge insert offset bracket into slot of pedal and mount to standoff with lag screw. Raise pedal to highest position and tighten hex nut on back of pedal. Test the release mechanism several times to insure proper operation. The guard should spring free of opening upon actuation, and close easily. Do not slam guard to close. Repair all affected surfaces to match adjacent finishes. **BUILDING PERMIT REQUIRED.**

75	Re-screen Window Screen	$4.50 per square foot

Remove deteriorated existing window screen from window screen frame and dispose properly. Provide and install new metallic insect wire to fit screen frame tightly at all edges. Reinstall window screen to fit tightly in window. Provide and install all required securing devices to hold screens in place (not nails).

76	Install Window Screen Frame	$20 per window

Remove damaged or non-fitting frame for window screen and dispose properly. Provide and install new aluminum frame of proper size to fit window.

77	Re-Glaze Window	$125 per window

Remove old putty and re-glaze. Any bare wood or metal is to be primed before glazing. Glazing putty is to be straight, neat and height of glazing at glass to match interior glazing height. Paint to match. Clean glass after painting.

78	Replace Window Pane	$25 per square foot

Remove existing broken or missing glass. Provide and install new properly sized, proper strength glass. Glaze with oil-based putty. Any wood or metal is to be primed before glazing. Glazing putty is to be straight, neat and height of glazing at glass to match interior glazing height. Paint to match. Clean entire glass windowpane after painting.

79	Replace Sash Cord- Wood Window (Assume 4' x 4')	$115 per window

Remove defective sash cord and dispose off-site. Provide and install new sash cords for both upper and lower sash and make windows easily operable to open, close and lock. Make old sash lock operable or install new sash lock. Use Samson Spot sash cord (or approved equal). Repair and touchup all affected areas to match adjacent surfaces.

80	Replace Double Hung Wood Sash Window (When Historical Home Applies)	$1,150 per window

Carefully remove the existing deteriorated wood sash window and dispose off-site, making sure to control dust from removal process. Provide and install new double hung wood sash window, includes latch. In siding installation cut straight cuts around window to remove old window. Install 4 mil visquien or impregnated felt wrap around each opening extending from inside wall surface to a minimum of 2" under existing exterior finish. If structure has exterior siding finish, any siding cut for installation must be "toothed" back in with siding so joints are staggered. Stucco finishes to be blended to match existing. Caulk all junctions of window and any new material added. Measure and verify all sizes before ordering windows. Repair all interior and exterior finishes affected by window change to match adjacent finishes and paint all new material to match existing. Remove debris and glass from site immediately. Ensure proper operation to open, close and lock. Secure in a weather-tight manner. Comply with lead safe work practices. **BUILDING PERMIT REQUIRED.**

81	Replace Window with Double-Paned Vinyl	$35 per square feet

Remove existing window and dispose off-site, making sure to control dust from removal process. Provide and install new retrofit energy efficient double-paned vinyl window, in same location and of equal size. Install all required weather proof materials. If structure has exterior siding finish, any siding cut for installation must be "toothed" back in with siding so joints are staggered. Stucco finishes to be blended to match existing. Caulk all junctions of window and any new material added. Repair all interior and exterior finishes affected by window change to match adjacent finishes and paint all new material to match existing. Window to have NFRC certified sticker, new window screen, and locks. Comply with lead safe work practices. **BUILDING PERMIT REQUIRED.**

82	Replace Window with Double-Paned Aluminum	$35 per square feet

Remove existing window and dispose off-site, making sure to control dust from removal

process. Provide and install new retrofit energy efficient double-paned aluminum window, in same location and of equal size. Install all required weather proof materials. If structure has exterior siding finish, any siding cut for installation must be "toothed" back in with siding so joints are staggered. Stucco finishes to be blended to match existing. Caulk all junctions of window and any new material added. Repair all interior and exterior finishes affected by window change to match adjacent finishes and paint all new material to match existing. Window to have NFRC certified sticker, new window screen, and locks. Comply with lead safe work practices. **BUILDING PERMIT REQUIRED.**

OTHER INTERIOR REPAIRS

83	Replace Vinyl Tile Flooring	$7.00 per square foot

Remove existing deteriorated floor tiles and haul from site. Clean and prepare surface. Provide and install new 12”x 12” vinyl composite tiles (peel and stick tiles are not acceptable). Use waterproof adhesive. Clean up all excess adhesive. Owner shall choose color and pattern from standard available list.

84	Install Floor Underlayment Vinyl//Tile	$10 per square foot

Remove existing damaged floor covering and haul from site. Provide and install new underlayment minimum 3/8” above sub-floor. Use Sureply or a comparable tri ply underlayment specialty panel board for vinyl flooring. Use cement board for ceramic tile. Attach material to existing sub floor with screws and use adhesive glue as needed. provide proper expansion gaps and seam filler.

85	Replace Ceramic Tile Floor	$20 per square foot

Remove existing damaged ceramic tiles from floor, wall or countertop, and dispose properly. Prepare surface properly with cement base. Provide and install new tiles and water-resistant grout for full coverage of areas affected. Owner shall choose color and pattern of tile from standard available list to match existing as close as possible. Repair affected surfaces to match adjacent finishes. Apply sealer to all repaired grout lines and porous type tiles.

86	Re-Grout Ceramic Tile	$8 per square foot

Remove damaged or deteriorated grout. Provide and install new grout, clean existing ceramic tile areas with non-abrasive, non-acidic solution. Re-caulk or reseal. Repair affected surfaces to match adjacent finishes. Apply sealer to all repaired grout lines.

87	Replace Counter Top (Tile)	$48 per square foot

Remove existing damaged counter top and haul from site. Remove existing sink as needed. Prepare, provide and install new tiles and water resistant grout for full coverage of areas removed. Tile to match existing as close as possible. Properly secure top to base cabinets. Reinstall sink. Apply sealer to all repaired or replaced grout lines and porous type

tiles.

88	Replace Indoor Carpeting	$30 per square yard

Remove and properly dispose of existing damaged carpet. Provide and install FHA approved Nylon/Olefin blend cut pile weave carpet. Install over a matched ½" medium density rebound pad with a minimum of seams. Carpet and padding must meet the Carpet and Rug Institute's Green Label Certification. Stretch carpet to eliminate puckers, scallops and ripples. Include tacking strips, metal edge strips and mending tape to cover entire floor including closets.

89	Wood Base Molding	$6.50 per linear foot

Provide and install matching type baseboard molding around perimeter of room. Moldings to be coped on inside corners and mitered on outside corners. Set all nails below the surface of the molding and fill holes with wood filler. Fill any existing gaps with wood filler. Molding must be tight to wall upon completion. All Carpentry work must be plumb, level and square. All edges must be sanded and free of any splintering or rough cuts.

BUILDING EXTERIOR

90	Replace Porch Floor Boards (T&G)	$28 per square foot

Demolish and remove damaged porch floor, including existing wood/plywood down to joists, and any deteriorated floor joists, and dispose of properly. Provide and install new matching porch floor decking including any needed floor joists and moldings. Use all galvanized nails or screws for installation. Comply with Lead Safe Work Practices. Prime with appropriate primer and apply two coats of latex deck enamel. Apply water resistant seal. Finish color to match adjacent surfaces or owner's choice from standard available list. Clean site disposing of all waste material and debris. All Carpentry work must be plumb, level and square. All edges must be sanded and free of any splintering or rough cuts.

91	Replace Wood Steps	$135 per step

Demolish and remove deteriorated steps and dispose of properly off-site. Provide and install new steps, treads and stringers. Build all riser heights; tread depths and stringers according to building code. Comply with lead safe work practices. Prime and paint the steps with appropriate primers and full coverage vinyl latex deck enamel. Apply water resistant seal. Finish color to match adjacent surfaces or owner's choice from standard available list. Clean site disposing of all waste materials and debris. All Carpentry work must be plumb, level and square. All edges must be sanded and free of any splintering or rough cuts. **Permit is required if rebuilding more than three steps per location.**

92	Replace Wood Siding	$17 per square foot

Remove deteriorated existing wood siding from house and dispose properly. Provide and install new redwood shiplap siding in exact same dimensions. Comply with lead safe work

practices. Prime and paint the area to match existing area as close as possible. All Carpentry work must be plumb, level and square. All edges must be sanded and free of any splintering or rough cuts.

93	Replace Wood Fascia and/or Trim	$12 per linear foot

Remove deteriorated existing fascia or trim from house and dispose properly. Provide and install new fascia or trim in exact same dimensions. Comply with lead safe work practices. Prime and paint the area to match existing area as close as possible. All Carpentry work must be plumb, level and square. All edges must be sanded and free of any splintering or rough cuts.

94	Patch Stucco	$13 per square foot

Provide all needed materials. Remove all loose stucco material and dispose properly. Vee out and patch cracks, holes and any damaged, loose, and deformed stucco using stucco mix. Repair larger areas with “K-lath”, scratch and brown. Finish surface to match adjacent texture. Protect all adjacent surfaces and properties, including soil and landscaping. Comply with lead safe work practices. Clean site properly disposing of waste materials and debris.

95	Replace Foundation Vent or Attic Vent (Assume 18" x 24")	$28 per vent

Remove existing deteriorated foundation vent or attic vent, including mesh screening and frame. Provide and install new minimum ¼” galvanized steel mesh screening and frame sized to fit opening. Raw edges of wire to be concealed. Re-install to fit opening. Ensure tight fit at all edges. Frame to be painted to match existing trim. Or install new retrofit vent to fit opening. Repair and touch up the affected areas to match existing surfaces. All areas that contain a water main, gas meter or other serviceable equipment shall be provided with a hinged latch-able access door.

96	Replace Crawl Space Access Door (18" x 24")	$55 per door

Remove existing deteriorated crawl space cover door, including mesh screening and frame. Provide and install new minimum ¼” galvanized steel mesh screening and frame sized to fit opening. Raw edges of wire to be concealed. Re-install to fit opening. Ensure tight fit at all edges. Install hinges and latch on access doors. Frame to be painted to match existing trim. Or install new retrofit crawl space cover to fit opening. Repair and touch up affected areas to match existing surfaces. All areas that contain a water main, gas meter or other serviceable equipment shall be provided with a hinged latch-able access door.

97	Replace Rain Gutters (3" Metal)	$14 per linear foot

Remove existing deteriorated downspout/gutter and dispose properly. Provide and install new galvanized steel downspout/gutter of same type. Secure to structure using manufacturer’s installation instructions with straps and approved fasteners or screws of

sufficient length to penetrate wood for 2/3" length of screw. Prime and paint the area to match existing trim or owner's choice of color from standard available list.

OTHER EXTERIOR REPAIRS

98	Replace Wood Fencing	$55 per linear foot

Remove existing deteriorated fencing and dispose off-site. Provide and install 6'-0" high redwood stockade fence in a straight line, top to be level, bottom to match grade to the extent possible. Fence to have round galvanized posts, or 4" X 4" posts, spaced accordingly, set in concrete. Install top and bottom rails to be 2"x 4" on edge between posts. Plumb posts and level rails. Use galvanized nails or screws on all construction. Stain and seal in owner's choice of color from standard available list. Install new fence in exact same location as existing.

99	Replace Wood Gate	$440 per gate

Remove existing deteriorated gate from site and dispose properly. Provide and install new 6'x 42" redwood gate set between two 4"x 4" posts set in concrete. Plumb post and level rails. Use galvanized nails or screws on all construction. Include latch and lock. Stain and seal in owner's choice of color from standard available list.

100	Replace Outdoor Carpeting	$20 per square yard

Remove existing deteriorated outdoor carpeting and dispose off-site. Provide and install new carpet on exterior porch and stairs. Color to be owner's choice from standard available list.

101	Replace Broken Concrete	$18.50 per square foot

Remove and replace damaged sections of concrete. Properly grade and form area for installation of new concrete. Pour new concrete minimum 2500 psi and finish to match existing concrete as close as possible. Dispose of damaged sections of concrete in the proper manner.

EXTERIOR PAINTING

102	Paint Exterior	$2.55 per square foot

Provide all needed materials. Prepare, prime and paint surfaces, which may include mobile home, wood house, wood garage, stucco house, stucco garage, wood trim, windows, doors, overhangs, eaves, decks, fences, porch floors, steps, rails, block walls, security bars, security doors, awnings, walkways, driveways, and other exterior areas of home. Remove loose/flaking paint – old paint will not all be completely removed. Protect all openings from water entry. Clean all surfaces with TSP or other approved cleaners. Secure any loose trim and caulk/patch cracks and holes. Remove all unused attachments (screws, nails, etc). Neatly caulk all intersections of siding with windows and doors and other

dissimilar materials, siding horizontal joints are not to be caulked. Comply with lead safe work practices. Prime and paint using premium paint appropriate to the surface. Apply in accordance with paint manufacturer's written instructions. If spray equipment used, application surfaces to be back brushed (mobile home). Do not allow paint on sliding track areas. Use linseed oil on any bare wood track surfaces. Owner will select colors (no more than 2) from standard available list. Protect all adjacent surfaces and properties, including soil and landscaping, at all times from overspray, drips, old paint debris and other painting materials. Check to ensure windows and doors operate properly after painting. Clean site properly disposing of waste materials and debris.

INTERIOR PAINTING & WALL REPAIRS
(ALL INTERIOR PAINT MUST CONTAIN LOW VOLATILE ORGANIC COMPOUNDS)

103	Paint Wall	$100 per wall

Provide all needed materials. Patch and prepare all applicable surfaces by cleaning, remove loose/flaking paint from all walls, ceiling and trim, removing excess extending nails/screws, and filling holes and depressions in all walls, ceiling and trim. Floors and furnishings to be protected, dust controlled, and furniture moved if necessary. Comply with lead safe work practices. Painted hardware, where it is to be repainted, is acceptable. Prime and paint all walls and ceiling using premium flat or eggshell latex paint, or semi-gloss in kitchens and bathrooms. Prime and paint trim using premium semi- gloss. Owner may select colors from standard available list. Clean site properly disposing of waste materials and debris. Rate assumes no closets or doors, that defective paint (if any) does not exceed two square feet.

104	Paint Room (Approximately 12' x 12')	$385 per room

Provide all needed materials. Patch and prepare all applicable surfaces by cleaning, remove loose/flaking paint from all walls, ceiling and trim, removing excess extending nails/screws, and filling holes and depressions in all walls, ceiling and trim. Floors and furnishings to be protected, dust controlled, and furniture moved if necessary. Comply with lead safe work practices. Painted hardware, where it is to be repainted, is acceptable. Prime and paint all walls and ceiling using premium flat or eggshell latex paint, or semi-gloss in kitchens and bathrooms. Prime and paint trim using premium semi- gloss. Owner may select colors from standard available list. Clean site properly disposing of waste materials and debris. Rate assumes no closets or doors, that defective paint (if any) does not exceed two square feet.

105	Paint Closet (2' x 7')	$185 per closet

Provide all needed materials. Patch and prepare all applicable surfaces by cleaning, removing loose/flaking paint on all walls, ceiling and trim, removing of unneeded extending nails/screws, and filling holes and depressions in walls and trim. Floors and furnishings to be protected and dust controlled. Comply with lead safe work practices. Painted hardware, where it is to be repainted, is acceptable. Prime and paint walls and ceiling using premium flat or eggshell latex paint. Prime and paint trim using premium semi-gloss. Color to be

chosen by owner from standard available list. Site is to be left clean with proper disposal of waste materials and debris. Bid rate assumes defective paint (if any) does not exceed two square feet.

106	Paint Ceiling	$165.00 per ceiling

Provide all needed materials. Patch and prepare by cleaning, removing loose/flaking paint, removing of unneeded extending nails/screws, and filing holes and depressions on ceiling surface. Floors and furnishings to be protected, dust controlled, and furniture moved if necessary. Comply with lead safe work practices. Prime and paint using premium flat or eggshell latex paint, and using eggshell or semi- gloss in kitchens and bathrooms. Color to be chosen by owner from standard available list. Clean site properly disposing of waste materials and debris. Rate applies when defective paint (if any) does not exceed two square feet.

107	Paint Door (3' X 7')	$100 per door

Provide all needed materials. Patch and prepare all applicable surfaces by cleaning, removing loose/flaking paint on door and trim, removing of unneeded extending nails/screws and filling holes and depressions. Floors and furnishings to be protected and dust controlled. Comply with lead safe work practices. Painted hardware, where it is to be repainted, is acceptable. Prime and paint both sides of door and trim using semi-gloss paint. Color to be chosen by owner from standard available list. Clean site properly disposing of waste materials and debris.

108	Patch Plaster	$20 per square foot

Provide all needed materials. Remove loose plaster and/or secure loose slabs to lath and framing using appropriate screws and washers. Fill deep voids with two coats of plaster patch. Smooth and finish area to match adjacent surfaces. Protect surrounding areas as necessary. Comply with lead safe work practices. Clean site properly disposing of waste materials and debris.

109	Replace Drywall (5/8")	$10 per square foot

Cut out and remove all damaged areas and dispose properly. Provide and install new drywall. Attach to the framing with approved fasteners, flush to adjacent wall surfaces. All outside corners receive metal corner beads, joints to occur at supports, tape and finish joints and fastener heads. Finish area to match adjacent surfaces. Protect surrounding areas as necessary. Comply with lead safe work practices. Clean site properly disposing of waste materials and debris.

NON-SCHEDULED REPAIRS

110	Miscellaneous Labor Rate	$38 per hour

Hourly rate for work performed not listed on the Fee Schedule shall be $38.00 per hour. In order for approval a detailed breakdown of all non-Fee Schedule related work must be

included with any Application or Change Order submitted. This will justify all miscellaneous billable hours.

111	Miscellaneous Electrical Repair Rate	$44 per hour

Perform minor electrical repairs that are not listed in the Fee Schedule, but needed in order to make an installation code compliant or to restore functionality of an existing electrical system. **Electrical permit is required**. Some repairs may include, but are not limited to, repairing damaged wiring, minor troubleshooting, relocation of a junction box, and installing weatherproof raintight materials for existing outdoor devices. Repair all affected surfaces to reasonably match adjacent finishes. Submit a breakdown of hours needed for each repair if more than one repair is needed. Contractors are responsible for ensuring electrical work is **code compliant and performed by qualified individuals.**

112	Miscellaneous Plumbing Repair Rate	$44 per hour

Perform minor plumbing related repairs that are not listed in the Fee Schedule, but required in order to make an installation code compliant and safe. Some examples of repairs not listed on fee schedule include, but are not limited to repairing leaky pipes, relocation of a fixture, unclog drain, and replacement of a leaky or frozen valve. Submit a breakdown of hours needed for each repair if more than one repair is needed. Repair all affected surfaces to reasonably match adjacent finishes. Contractor is responsible for **determining if a building permit is required** and that all **work is code compliant** and performed by **qualified individuals.**

113	Miscellaneous Carpentry Repair Rate	$44 per hour

Perform carpentry repairs that are not listed in the Fee Schedule but are required in order to make an installation code compliant or to repair the integrity of the existing structure. Some repairs may include, but are not limited to, replacing deteriorated wood that is essential for the integrity to any part of the home, replacing floor joists, repairing support beams, framing or any other skilled carpentry tasks. Submit a breakdown of hours needed for each repair if more than one repair is needed. Repair all affected surfaces to reasonably match adjacent finishes. **Contractor is responsible for determining if a building permit is required** and ensuring that all carpentry work is **code compliant** and performed by a **qualified individual**.

114	Debris Removal	$320 per hour

Removal of debris from client home. This does not include removal of items related directly to any of the planned repairs that were performed. All trash and debris will be removed from the affected area and swept clean. Contractor is responsible for ensuring that no toxic materials and similar items are improperly or illegally disposed of.

NOTE:

For cost of labor and materials not listed in this Fee Schedule, contractor shall either a) submit 3 quotes for approval prior to performance of repair services or b) provide written receipts for materials purchased after completion of service including cost of labor. The quotations and receipts will be reviewed by LAHD for reasonable and fair cost before payment is approved. At no time shall construction costs exceed industry standards. Acceptable resources are most current official publications of contractors' pricing guides. **Overhead and Profit will be paid at a maximum rate of 10% + 10% for a total of 20% on all approved quotes.**

It is the Contractor's responsibility to ensure that all work is performed in accordance with the

Los Angeles Department of building and Safety and follow all applicable building codes. Building Permits that are required and not listed in the Fee Schedule must be obtained by the Contractor. Failure to obtain required permits will result in non-payment of work performed until all permits are obtained and signed off as completed.

CITY OF LOS ANGELES
STANDARD LANGUAGE
COMMUNITY DEVELOPMENT BLOCK GRANT

Agreement No.	C-
Project Title:	Handyworker Program
Contractor:	Watts Labor Community Action Committee
Type of Organization:	A California Non-Profit Corporation
Corporate Number:	C0537683
Unique Entity Identification (UEID) Number:	GRDRETBLMFC6
CFDA Number:	CDBG 14.218
Federal Award Identification Number (FAIN):	B-25-MC-06-0523
Federal Award Date:	TBA
Research and Development Award:	Yes ☐ No ☒

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AGREEMENT

THIS AGREEMENT is entered into between the City of Los Angeles ("City"), a municipal corporation, and Watts Labor Community Action Committee ("Contractor"), a California non-profit corporation, for the provision of services related to the Handyworker Program, with reference to the following:

RECITALS

WHEREAS, the City has entered into a Grant Agreement with the U. S. Department of Housing and Urban Development, ("Grantor" or "HUD"), to address the needs of the City, and the Grantor has awarded Community Development Block Grant ("CDBG") funds to the City for this purpose; and

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

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

WHEREAS, the Handyworker Program that is the subject of this Agreemen, has been established by the City as one of the above described programs, and has been funded in the LAHD budget by HUD pursuant to the CDBG Funds; and

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

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

WHEREAS, on April 28, 2025, the City released a Request for Proposals (RFP) to solicit qualified firms to provide assistance to eligible homeowners to correct health and safety hazards by providing free, minor home repairs, accessibility improvements, and installation of safety devices as part of the Handyworker Program (hereinafter, the "Program"), and the Contractor submitted and was awarded a contract pursuant the RFP; and

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number ##-#### approved Month Day, 2025 and Month Day, 2025, respectively), which authorizes the General Manager of LAHD to prepare and execute the Agreement.

[Remainder of page intentionally left blank.]

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

1. INTRODUCTION

§101 TERMS OF AGREEMENT

This Agreement including all exhibits and attachments, including, but not limited to, the Standard Provisions for City Contracts, which is attached hereto as Exhibit "A" and incorporated herein by reference, shall constitute the terms of this Agreement.

§102 NOTICES

The parties to whom formal notices, demands and communications shall be forwarded are as follows:

A. The City, represented by:

Tiena Johnson Hall, General Manager
Los Angeles Housing Department
1910 West Sunset Blvd, 3rd Floor
Los Angeles, CA 90026

With copies to:

Yaneli Ruiz, Director – Housing Development Bureau, Handyworker Program
Los Angeles Housing Department
1910 West Sunset Blvd, 3rd Floor
Los Angeles, CA 90026

B. The Contractor, represented by:

Timothy Watkins, President and CEO
Watts Labor Community Action Committee
10950 South Central Avenue
Los Angeles, CA 90059
wlcacceo@gmail.com
(323) 563-5639

§103 SERVICE OF NOTICES

A. The City's representative as stated above is the party authorized to provide written approvals by City to Contractor in reference to matters addressed in this Agreement.

B. Formal notices, demands, and communications required by this Agreement to be given by either party shall be made in writing and may be delivered personally or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

C. If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of the change in accordance with this section within five (5) days of the change.

§104 CONDITIONS PRECEDENT TO THE EXECUTION OF THIS AGREEMENT

Prior to execution of this Agreement, Contractor shall provide the City with the documents listed below. Contractor shall provide immediate updates to these documents to the City during the Term hereof in the event that the information changes.

A. If the City has approved the advancement of CDBG funds to Contractor, advance payment requests shall comply with 2 CFR § 200.305.

B. An Affirmative Action Plan in accordance with §503, herein.

C. Resolutions of Executorial Authority or other corporate actions of the Contractor's Board of Directors, properly attested or certified, which specify the name(s) of the person(s) authorized to obligate Contractor and execute contractual documents. If the authorized person is someone other than Contractor's Corporate President, then Contractor shall also submit a copy of a signature specimen(s) on a form provided by the City.

D. A current and valid license to do business in the City of Los Angeles. Contractor represents that it has obtained and presently holds the Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, §21.00, *et seq*., of the Los Angeles Municipal Code). For the term of this Agreement, Contractor shall maintain, or obtain as necessary, all Certificates required of it under the Business Tax Ordinance and shall not allow the Certificates to be revoked or suspended.

E. An Internal Revenue Service taxpayer identification number.

F. Insurance Certificates - The requirements and instructions for completing, executing, and submitting evidence of insurance to the City are set forth in the City's Insurance Requirements, attached hereto as Exhibit B and incorporated herein by reference, and more fully described in §502 herein below.

G. A Certification Regarding Notice of Prohibition Against Retaliation attached hereto as Exhibit "C" and incorporated herein by reference. Contractor shall comply with the requirements of the Notice of Prohibition Against Retaliation as it relates to the Living Wage Ordinance in accordance with PSC – 28 of the Standard Provisions for City Contracts.

H. A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, fully executed in accordance with Executive Orders 12549 and 12689, and 29 CFR Parts 97.35 and 98.510, and attached hereto as Exhibit "D" and incorporated herein by reference.

I. A Certification Regarding Lobbying, fully executed in accordance with City Directive 91-3 (July 27, 1990) and attached hereto as Exhibit "E" and incorporated herein by reference. Contractor shall comply with all provisions of 31 USC §1352 *et seq*. and 29 CFR Part 93.

J. A Management Representation Statement fully executed in accordance with City's fiscal policies and attached hereto as Exhibit "F" and incorporated herein by reference.

K. A Contractor Responsibility Ordinance Questionnaire in accordance with PSC – 31 of the Standard Provisions for City Contracts and Los Angeles Administrative Code §10.40 *et seq*.

L. Compliance with, and/or completion of, an Equal Benefits Ordinance Affidavit (in accordance with PSC – 26 of the Standard Provisions for City Contracts and Los Angeles Administrative Code §10.8.3); a Disclosure Ordinance Affidavit setting forth the requirements of the Slavery Disclosure Ordinance (in accordance with PSC – 33 of the Standard Provisions for City Contracts); a First Source Hiring Ordinance Affidavit (in accordance with PSC – 34 of the Standard Provisions for City Contracts and Los Angeles Administrative Code §10.44 *et seq.*); and a Disclosure of Border Wall Contracting Ordinance Affidavit (in accordance with §508 of this Agreement and as set forth in Los Angeles Administrative Code §10.41 *et seq.* and the Los Angeles Administrative Code §10.50, respectively), all of which are available on the City of Los Angeles' Regional Alliance Marketplace for Procurement ("RAMP") at www.rampla.org.

§105 CONTRACTOR'S ADMINISTRATIVE AND PERSONNEL DOCUMENTS

Contractor warrants that it has adopted, shall retain, and make available upon request from the City, the following documents and their amendments, if any:

A. Contractor's Financial and Accounting Procedures, which incorporate Generally Accepted Accounting Principles (GAAP) including, but not limited to, the preparation and submission of invoices, reconciliation of cash on-hand and earnings with City records, reporting and tracking of customer activity and earnings, repayment of unearned funds, preparation for the resolution of audits and inspections, inventory control, reporting and tracking of program income.

B. Contractor's Personnel Policy, which incorporates due process protection and standard personnel procedures, and which the Contractor agrees to abide by in the performance of this Agreement.

C. Agreements with Other Funding Sources: A copy of any agreements between Contractor and other public or private organizations that directly impact the activities funded under this Agreement shall be kept on file at Contractor's offices and be provided to the City upon Agreement execution. Contractor shall also notify City of any default, termination, or finding of disallowed costs under these agreements. Contractor warrants that no other funding source will be billed for services that are provided and paid for by the City under this Agreement.

D. Board of Director's meeting minutes.

§106 CONTRACTOR'S DUTY TO NOTIFY CITY OF CHANGES

A. Contractor agrees to provide the City sixty (60) days advance written notice of any facts that may materially affect the performance of this Agreement or impact the City's decision to continue this Agreement with the Contractor. Among the items to be disclosed are an amendment to its Articles of Incorporation or Bylaws, move to dissolve or transfer any assets derived from funds provided under §301 herein, negotiations leading to the sale, merger or acquisition of Contractor; debarment or contract termination by any other public entity and/or any final audit findings regarding Contractor's administration of any contract with public funds.

B. Contractor shall notify the City within five (5) days of changes affecting this Agreement including actions that would change Contractor's legal status, any action that may materially change the performance of the Scope of Work (i.e., bankruptcy) and/or a change in Contractor's corporate name.

2. TERM, SCOPE OF WORK, BUDGET AND PROJECT ELIGIBILITY

§201 TIME OF PERFORMANCE

A. The term of this Agreement shall be from **January 1, 2026** to **September 30, 2026**, with the option to renew for up to two (2) additional one-year terms, and any additional time as may be necessary to close out activities, provided that said term is subject to the provisions of this Agreement ("Term"). Performance shall not commence until the City has approved all of the required documents described hereinabove, and is in receipt of those and/or other documents as described herein.

B. The City may, at its discretion, agree to extend the Term and/or provide additional funds to Contractor. Funding for contract extensions will be based on the availability to the City of state and/or federal funds and upon the Contractor's successful performance of all terms of this Agreement.

§202 SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY

The Contractor shall provide contractual services, which are supported by the work task schedule identified in Exhibit G – Scope of Work and Exhibit J - Professional Fee Schedule, both of which are attached and incorporated herein. All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to §301.

The detailed Scope of Work is attached hereto as Exhibit "G" and incorporated herein by reference. Contractor shall complete the Scope of Work during the Term, except as otherwise provided herein.

§203 BUDGET

Contractor shall submit to the City for approval prior to the disbursement of any funds hereunder a proposed Budget. The Budget shall be prepared in accordance with the budget guidelines to be provided by the City. The Budget is a detailed listing of items for expenditure and scope of service(s) under the terms herein. The Budget shall be submitted with all backup documentation as required and/or a cost allocation plan, if necessary and appropriate. All requests to modify the Budget must be made in writing and must be approved in writing by the City. The Budget shall also describe all subcontractor services to be used by the Contractor and the payment procedures for subcontractors.

§204 IDENTIFICATION OF PROJECT ELIGIBILITY/NATIONAL OBJECTIVES

A. This program is eligible under 24 CFR 570 *et seq*. as follows (indicate all appropriate letters and sub-numbers, project may be eligible under several criteria):

201 (a-q) ___e___ 204 (a) ___X___

202 (a-c) _____ 205 (a) _____

203 (a-c) _____ 206 (a-h) _____

B. All programs funded with CDBG funds must meet one of three national objectives. This project meets the following national objective (check only one):

1.__X__ Activities benefiting very low and low income persons under 24 CFR 570.208 (a)

a. _____ Area-wide benefit project affecting _____ percent very low and low income persons as indicated in the 2010 census.

b. _____ Limited-Clientele activities: 570.208(a)(2): A __; B __; C __; D __

c. _____ Housing activities

d. _____ Job Creation/Retention activities that are designed to create or retain jobs for at least 51% very low and low income persons.

2._____ Activities which aid in the prevention or elimination of slums or blight, under 24 CFR 570.208 (b).

a. _____ Activity is located in a slum or blighted area, which has been (check one):

_____ designated as a Redevelopment Project Area;

List conditions of slum or blight to be addressed by the project. (Complete only for projects qualifying under 570.208 (b)(1), prevention or elimination of slums or blight.)

b. _____ Activity is located outside a slum or blighted area, but qualifies under spot slum and blight conditions.

c. _____ Activity will address slum or blight in an urban renewal/ redevelopment area.

3._____ Activities designed to meet community development needs having a particular urgency, under 24 CFR 570.208 (c).

C. Contractor, during the Term, shall not perform services, or otherwise engage in any activities, that are not consistent with the national objective and project eligibility. Should the City determine that Contractor has performed services or otherwise engaged in activities not in furtherance of the national objective and/or project eligibility, then the City may disallow payment for such services/activities, terminate this Agreement and/or take any other actions as authorized herein.

3. COMPENSATION

§301 CONTRACTOR COMPENSATION

A. Compensation

1. The City shall pay Contractor an amount not to exceed **One Hundred Twenty-Four Thousand Five Hundred Forty-Nine Dollars ($124,549)**, for the complete and satisfactory performance of the Scope of Work (*See* Exhibit G, which is incorporated herein by reference) and in accordance with the Professional Fee Schedule (*See* Exhibit J). These funds shall be allocated from Community Development Block Grant (CDBG) funds. Contractor's right to receive compensation is conditioned upon approval of the Budget by the City, compliance with the City's indemnification and insurance requirements, satisfactory performance of the Scope of Work, and compliance with the terms and conditions contained herein.

2. In no event shall the final expenditures for the Term exceed the total compensation set forth above except as provided for by an amendment to this Agreement.

3. Contractor's reimbursement for expenses incurred in the performance of the Scope of Work shall be made only upon acceptance by the City of the Contractor's invoice and supporting documentation as described in the Reporting Requirements, Section 601 herein below.

4. Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, orders, or other accounting documents shall be clearly identified and readily accessible. Undocumented expenditures shall not be paid under this Agreement.

5. The City shall pay Contractor for salaries and eligible, allowable, and reasonable expenses as detailed in the approved Budget.

6. Contractor shall be paid either on a cost reimbursement or advance basis. If the Contractor were to receive advance funds, it shall comply with all contract and regulatory requirements for safeguarding advance funds including 2 CFR § 200.305. Request for advance payment basis is subject to City approval. A Contractor on a cost reimbursement basis of payment shall be paid by the City only upon reporting of actual costs incurred.

A. Funding of Agreement

Funding for the Scope of Work and Budget is subject to the continuing availability of funds for this program. This Agreement may be terminated immediately upon written notice to Contractor of a loss or reduction of grant funds.

B. Payment to the Contractor

1. The City makes no commitment to fund this project beyond the initial Term of this Agreement. The City shall review Contractor's performance on a periodic basis. In the event the City determines that Contractor is not meeting its proposed performance measures, the City may unilaterally reduce the compensation set forth above in compliance with the provisions set forth in this Agreement, upon written notice to Contractor and as set forth by a written amendment.

2. Contractor shall be reimbursed for reasonable and allowable expenses incurred. Unless Contractor has been approved to receive advance payments, all payments shall be on reimbursement basis. Contractors who are on an advance payment plan authorized by the City as described in the Budget shall bill the City for all reasonable and allowable costs incurred.

3. Contractors not receiving advance payment plan shall request reimbursements by submitting the cash request, monthly expenditure report and all other documentation, as required by City. Contractor shall be reimbursed after City has received the monthly expenditure report and all other required documents and after City determines that Contractor has incurred and expended funds for reasonable and allowable costs under this Agreement.

4. Reasonable and allowable costs shall be determined pursuant to the Allowable and Unallowable Cost section herein.

C. Stand-In Costs: Contractor shall identify, document, and account for stand-in costs in accordance with the Department's guidelines.

D. Profit: Contractor shall comply with any City Directives regarding profit or return on investment.

E. Indirect Costs: For purposes of allocating indirect costs, contractors may use current negotiated indirect cost rates that have been approved by a cognizant federal agency. Contractor shall submit a copy of the approval letter from the cognizant agency. The Contractor may elect to use the 10 percent de minimis rate, if the Agency does not have an approved indirect cost rate as permitted under 45 CFR § 75.414(f) and 2 CFR § 200.414(f).

F. Applicable Discounts: Contractor warrants that any applicable discounts have been included in the costs billed to the City.

G. Concurrent Enrollment: If the Contractor is serving customers, concurrently utilizing more than one funding stream, the Contractor is responsible for tracking the services delivered and the expenditures reported to ensure that services and expenditures are not duplicated.

H. Overtime Work: Contractor is responsible for the efficient and effective administration of the Federal award through the application of sound management practices. The approved Budget for this Agreement does not include any line item for overtime work. Any overtime expenditures incurred by Contractor shall not be reimbursed through this Agreement.

I. Travel: Travel must be approved in advance by the City and included in the Budget. Contractor shall be compensated for its reasonable travel expenses incurred in the performance of the Scope of Work and in compliance with 2 C.F.R §200.475.

J. Reallocation of Funds: City reserves the right to unilaterally decrease funds allocated to Contractor in the event that the City determines that (i) Contractor has failed to provide adequate services as required in this Agreement, (ii) Contractor, based on its spending pattern as evidenced by invoices submitted, will have unexpended funds at the end of the Term, or (iii) City determines that a reallocation of funds would better meet program objectives. Such reallocation of funds may be by written amendment to this Agreement or unilaterally imposed by the City by written notice to Contractor.

4. METHODS AND PROCEDURES GOVERNING PAYMENT

§401 WITHHELD PAYMENTS

A. Unearned payments under this Agreement may be suspended or not released if funds granted to the City are suspended or terminated.

B. The City has the authority to withhold funds under this Agreement pending a final determination by the City of questioned expenditures or indebtedness to the City arising from past or present agreements between the City and the Contractor. Upon final determination by the City of disallowed expenditures or indebtedness, the City may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld earned funds.

C. In the event of a final determination of disallowed costs or a determination of unearned grant funds by either the City, the State, or Grantor, Contractor agrees that it shall pay to the City in non-federal funds, the amount of the final disallowance within thirty (30) days of receipt of notice from the City that such funds are due.

D. Payments to the Contractor may be unilaterally withheld or reduced by the City if the Contractor fails to comply with the provisions contained herein.

§402 FUNDS EARNED PRIOR TO THE COMMENCEMENT OF THIS AGREEMENT

Contractor shall not earn funds provided hereunder prior to the commencement or after the end of the Term. Contractor shall not earn funds subsequent to suspension or termination of this Agreement.

§403 ALLOWABLE AND UNALLOWABLE COSTS

A. To be eligible for payment, costs or expenditures must be made in compliance with the terms herein, and the provisions of 2 C.F.R Part 200, and set forth below:

1. Be necessary and reasonable for the proper and efficient performance of the Scope of Work and in accordance with the Budget; the City shall have final authority to determine in good faith whether an expenditure is necessary and reasonable.

2. Conform to the limitations within these general conditions and to any governing statutes, regulations and ordinances.

3. Be fully documented and determined in accordance with GAAP.

4. Not be included as a cost or used to meet cost sharing or matching requirements for any other government funding source in either the current or a prior period, except when permitted by the respective government funding sources.

B. The following costs, among others, are specifically disallowed:

1. Bad Debts: Any losses arising from un-collectible accounts and other claims, and related costs.

2. Contingencies: Contributions to a contingency reserve or any similar provisions for unforeseen events.

3. Contributions and donations.

4. Entertainment: Costs of amusements, social activities and incidental costs, such as meals, beverages, lodging and gratuities relating to entertainment, or any political or lobbying activity.

5. Fines and Penalties: Costs resulting from violations of, or failure to comply with federal, State, and local laws and regulations.

6. Interest and Other Financial Costs: Interest or borrowings (however represented), bond discounts, cost of financing and refinancing operations, and legal and professional fees paid in connection therewith.

7. Membership Expenses: Costs of membership in any organization that devotes a substantial part of its activities to influencing legislation.

8. Meeting Attendance: Costs of attending meetings directly related to the performance of this Agreement that are not open for attendance on a non-segregated basis.

9. Non-competitive Subcontracts: Payments under a subcontract not obtained under competitive bidding procedures unless specifically waived in writing by the City.

10. Insurance policies offering protection against debts established by the federal government.

11. Costs prohibited by §200.450 include Lobbying or costs related to any activity designed to influence legislation or appropriations pending before the Congress of the United States.

12. Advancements or reimbursements for expenditures that are determined by the City to be unallowable must be immediately returned to the City.

13. Grant funds may not be used to supplant existing services.

§404 PROGRAM INCOME

A. Program income is defined as income earned through the activities funded hereby and as set forth in 2 CFR 200.80 and 200.307. Program income includes, but is not limited to, grants, fees that duplicate payments, average daily attendance payments earned through program funded activities, and public or nonprofit agency revenues in excess of contract costs.

B. Interest earned on advances received by Contractor is program income. All interest earned must be reported as part of the Contractor's monthly expenditure report and must be returned to the City quarterly by separate check made payable to the City and which identifies that the amount represents interest earned on advanced funds.

C. Any program income must be reported to the City on the expenditure report, and must be returned to the City in accordance with the City's written direction to the Contractor. At the City's discretion, program income may be used to augment the Contractor's program. Use of program income is permitted only by written amendment to this Agreement. Should this use of program income be approved, Contractor shall maintain records in support of all earnings and expenditures relating to the use of those funds in accordance with City record retention and audit requirements. The City shall monitor Contractor's compliance with all program income requirements.

D. Contractor's failure to comply fully with program income requirements including any City Directives or regulations shall result in findings of disallowed costs.

§405 RETURN OF PROGRAM INCOME

Contractor shall, within forty-five (45) days of the end of the Term, transmit to the City any, and all, remaining program income directly generated by funds provided hereby.

§406 RETURN OF UNEXPENDED FUNDS AND CLOSEOUTS

A. Contractor agrees that upon either the completion or termination of this Agreement any unexpended funds, whether advances, interest earned on advances or unearned funds, shall be immediately returned to the City and in no event later than forty-five (45) days after completion or termination.

B. Contractor shall submit a complete and accurate final closeout invoice of costs and reimbursements for services performed hereby to the City within forty-five (45) days following the termination or completion of this Agreement. Failure by Contractor to comply with the 45-day requirement may result in a unilateral close-out by the City based on previous invoices filed with the City, and/or the imposition of sanctions as specified herein. Requests for payment after the 45 days shall not be paid by the City.

§407 VALIDITY OF FINANCIAL DOCUMENTATION SUBMISSIONS

Financial reports submitted to the City shall be accurate and correct in all respects. Should inaccurate reports be submitted to the City, the City may elect to have the Contractor secure the services of a licensed accounting firm. Cost of such accounting services are to be borne by the Contractor and are not to be reimbursed from the funds authorized hereby unless specifically agreed to between Contractor and the City by written amendment.

5. STANDARD PROVISIONS

Any conflict(s) in the provisions/terms contained in this Agreement are to be resolved by applying the more restrictive provision/term(s). The term "Contract" as used in the Standard Provisions for City Contracts, Exhibit A, shall include this Agreement.

§501 AMERICANS WITH DISABILITIES ACT

In implementing this Agreement, Contractor represents and certifies that it will:

A. 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. Not discriminate in the provision of its programs, services or activities 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. Provide reasonable accommodation upon request to ensure equal access to all of its programs, services and activities.

Contractor represents and certifies that any construction for housing performed with funds provided through this Agreement will be done in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40.

Contractor represents and certifies that its buildings, and facilities used to provide services in accordance with this Agreement, 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 the City is relying upon these certifications and representations as a condition to funding this Agreement.

Contractor will require its subcontractors, if any, to include this language in any subcontract.

§502 INSURANCE

A. General Conditions

During the Term and without limiting Contractor's duty of indemnification herein, Contractor shall provide and maintain at its own expense a program of insurance having coverage and limits customarily carried and actually arranged by the Contractor but not less than the amounts and types listed on the Required Insurance and Minimum Limits Sheet (Form Gen. 146) in Exhibit B hereto, covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with instructions set forth on the City of Los Angeles–Instructions and Information On Complying With City Insurance Requirements (Revised 05/18) document, and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interest May Appear, respectively, when such status is appropriate and available depending on the nature of applicable coverage; 2) provide City at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at option of the insurer; and 3) be primary with respect to City's insurance plan. Except when City is a named insured, Contractor's insurance is not expected to respond to claims which may arise from acts or omissions of the City.

§503 NONDISCRIMINATION AND AFFIRMATIVE ACTION

A. The Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, the Contractor shall not discriminate in its employment practices, including compensation, against any employee or applicant for employment, because of such person's race, religion, national origin, ancestry, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, marital status, domestic partner status, pregnancy, childbirth and related medical conditions, citizenship and political affiliation or belief.

B. The Contractor shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of One Thousand Dollars ($1,000), Contractor shall comply with the Equal Employment Practices provisions of Los Angeles Administrative Code Section 10.8.3, in which event said provisions are incorporated herein by this reference. If this Agreement contains a consideration in excess of Twenty-Five Thousand Dollars ($25,000), the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code Section 10.8.4, in which event said provisions are incorporated herein by this reference. The Contractor shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action.

C. Any subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this section.

D. No person shall on the grounds of race, religion, national origin, ancestry, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, marital status, domestic partner status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this program/project. For purposes of this Section, Title 24 Code of Federal Regulations Part 107 and Section 570.601(b) defines specific discriminatory actions that are prohibited and corrective action that shall be taken in a situation as defined therein.

E. Contractor agrees to adhere to the Non-Discrimination/Equal Employment Practices ("ND/EEP") and Affirmative Action ("AA") program provisions during the entire duration of this contract. Contractor acknowledges its responsibility to comply with any and all ND/EEP and AA provisions as set forth in the applicable statutes, ordinances, rules, regulations, and/or laws.

§504 CONFLICT OF INTEREST

A. No City-funded Employees as Board Members

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

B. Code of Conduct

1. The City requires that all contractors/subcontractors adopt a Code of Conduct which at minimum reflects the constraints discussed in LAHD Directive Number FY 12-0001 ("Directive FY12-0001"). A copy of Directive FY12-0001 has been provided to the Contractor by LAHD and Contractor acknowledges receipt of Directive FY12-0001. No agreements and/or amendments will be executed without City approval of this Code of Conduct.

2. Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

C. Conflict of Interest

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

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

   a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;

   b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

   c. The participation of such a person would be prohibited by the California Political Reform Act (California Government Code §87100 *et seq*.) if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

3. Definitions:

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

   b. The term "financial or other interest" includes, but is not limited to:

      1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

      2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five (5) percent or more; ownership of five (5) percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

   c. A "subcontract" is any agreement entered into by a Contractor for the purchase of goods or services with any funds provided by this Agreement.

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

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

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

G. Contractor shall not subcontract with a former director, officer, or employee within a one (1) year period following the termination of the relationship between said person and the Contractor.

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

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

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

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

L. Unless an exemption/waiver to Directive FY12-0001 was requested by Contractor and approved by LAHD in writing prior to the execution of this Agreement, Contractor shall be deemed to have adopted the Code of Conduct set forth within Directive FY12-0001 that meets the foregoing requirements upon execution of this Agreement, and Contractor shall comply with the Code of Conduct throughout the term of this Agreement.

§505 COMPLIANCE WITH STATE AND FEDERAL STATUTES AND REGULATIONS

Contractor warrants and certifies that it shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State, the County and City of Los Angeles. Contractor understands that failure to comply with any of the following assurances may result in suspension, termination or reduction of grant funds, and repayment by Contractor to City of any unlawful expenditures. Contractor further warrants and certifies that it shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

A. Statutes and Regulations Applicable To All Grant Contracts

Contractor shall comply with all applicable requirements of State, federal, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies, and any other requirements governing this Agreement, including, but not limited to laws and regulations pertaining to labor, wages, hours, and other conditions of employment. These requirements include, but are not limited to:

1. OMB Circulars

Contractor shall comply with the provisions of 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

2. Single Audit Act

Contractor shall adhere to the rules and regulations of the Single Audit Act, 31 USC §7501 et seq.; City Council action dated February 4, 1987 (C.F. No. 84-2259-S1); and any administrative regulation or field memos implementing the Act. The provisions of this paragraph survive expiration or termination of this Agreement. Also see §608(C) for additional audit requirements.

3. Political and Sectarian Activity Prohibited

a. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither shall any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

b. Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any disclosure form previously filed by Contractor. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

4. Records Inspection

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

b. Contractor agrees to provide any reports requested by the City regarding performance of the Agreement.

5. Labor

a. Contractor shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.F.R. 900, Subpart F).

b. Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction sub agreements.

c. Contractor shall and shall cause any contractor and/or subcontractor under this Agreement to comply, as applicable, with the provisions of California Labor Code section 1720 *et seq.* and any implementing regulations of the State of California Department of Industrial Relations related to the payment of prevailing wages on public works projects and California Civil Code section 9550 related to payment bonds for public works contracts in excess of $25,000. Contractor shall and shall cause any contractor and/or subcontractor under this Agreement to keep and retain such records as are necessary to determine if such prevailing wages have been paid as required pursuant to Labor Code sections 1770-1780.

d. Contractor shall comply with the Federal Fair Labor Standards Act (29 USC § 201) regarding wages and hours of employment.

e. None of the funds shall be used to promote or deter union/labor organizing activities (California Government Code §16645 *et seq.*).

f. Contractor shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).

g. Contractor shall comply with the provisions of Article 3, Chapter 1, Part 7, Division 2 of the Labor Code of California, the California Child Labor Laws and all other applicable statutes, ordinances, and regulations relative to employment, wages, hours of labor and industrial safety.

6. Civil Rights

Contractor shall comply with all federal statutes relating to nondiscrimination, including, but not limited to:

a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. §2000d, and implementing regulations) which prohibits discrimination on the basis of race, color, or national origin and its implementing regulations and as applied through Executive Order No. 13166, entitled "Improving Access to Services for Persons with Limited English Proficiency" ("LEP"), which requires recipients of federal funds, including Contractor, to take reasonable steps to insure meaningful access to its programs and activities by person with LEP as more fully described in HUD's final guidance contained in Federal Register, Volume 72, No. 13.

b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex.

c. §§503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794, 45 CFR, Part 84), which prohibits discrimination on the basis of handicap.

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age.

e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.

f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

g. §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.

h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 *et seq*.), as amended, relating to non-discrimination in the sale, rental or financing of housing.

i. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made.

j. The requirements of any other nondiscrimination statute(s) which may apply to the application.

k. P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

l. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. §2000e).

m. The Americans with Disabilities Act 42 U.S.C. §12101 et seq. and the Americans with Disabilities Act Amendments Act (ADAAA) Pub.L.110-325 and all subsequent amendments.

n. The Genetic Information Nondiscrimination Act of 2008 (GINA) P.L. 110-233.

7. Relocation Requirements

a. Contractor shall comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

b. Contractor shall comply with §104(d) of the Housing and Community Development Act of 1974 (HCD Act). When applicable, §104(d)(2)(A)(iii) of the HCD Act provides relocation assistance to lower-income

persons who are displaced as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit to a use other than a lower-income dwelling in connection with an assisted project. §104(d)(2)(A)(i) provides that certain lower-income dwelling units that are demolished or converted to a use other than as lower-income housing be replaced "one-for-one."

8. Environmental

   a. Contractor shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 *et seq*.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under § 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 *et seq*.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523) and the California Safe Drinking Water and Toxic Enforcement Act of 1986; (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234); and (j) §508 of the Clean Water Act (38 U.S.C. §1368).

   b. Contractor shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 *et seq*.) related to protecting components or potential components of the national wild and scenic rivers system.

   c. Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4822 *et seq*) that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

   d. Contractor shall comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq*.) that restores and maintains the chemical, physical and biological integrity of the Nation's waters.

   e. Contractor shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

   f. By signing this Agreement, Contractor ensures that it is in compliance with the California Environmental Quality Act, Public Resources Code §21000 *et seq*. and is not impacting the environment negatively.

   g. Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

9. Preservation

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

10. Suspension and Debarment

    Contractor shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Contractor shall submit a certification Regarding Debarment required by EO 12549 and 12689, and any amendment thereto. Contractor shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

11. Drug-Free Workplace

    Contractor shall comply with the federal Drug-Free Workplace Act of 1988, 41 U.S.C. §8102, 28 CFR Part 67, and the California Drug-Free Workplace Act of 1990 (California Government Code §§ 8350-8357).

12. Animal Welfare

    Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 U.S.C. §2131 *et. seq*.)

13. Contractor shall assure, pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161) grant funds will not be used in contravention of the federal buildings performance and reporting requirements of EO No. 13123, Part 3 of Title V of the National Energy Conservation Policy Act (42 U.S.C. §8251 *et seq*.) or Subtitle A of Title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall grant funds be used in contravention of §303 of the Energy Policy Act of 1992 (42 U.S.C. §13212).

14. Contractor shall comply with Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

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

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

16. Contractor shall administer this Agreement in accordance with the provisions of 2 C.F.R. Part 200, which provisions supersede the OMB Circulars.

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

18. Mandatory Disclosures: The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for non-Compliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

B. Statutes and Regulations Applicable to This Grant Agreement:

Contractor shall comply with the following statutes and regulations as applicable:

1. CDBG Program, including, but not limited to 42 U.S.C. §5301 *et seq.*, and 24 CFR Parts 84, 85, and 570.

2. Asbestos and Lead-Based Paint: Laws and regulations pertaining to abatement of asbestos containing materials (ACM) and lead-based paint (LBP) including insuring that all personnel involved in the abatement of removal process of all ACM and LBP will wear the necessary, legally required protective clothing and respiratory gear.

3. Archaeological Sites: If archaeological sites are determined to be located in the vicinity of the program site, a halt work condition is required to allow a state certified archaeologist to assess findings and all work to continue in non-archaeological areas.

4. Federal Acquisition Regulation, 48 CFR, Part 31.

5. City of Los Angeles Ordinance 164244 relating to the 1% fee for public art.

6. Sweat-free Code of Conduct:

All contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment or supplies furnished to the State pursuant to the contract have been laundered or produced in whole or in part by, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that it adheres to the Sweat-free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov and Public Contract Code §6108. Contractor agrees to provide records requested by the Department of Industrial Relations or City to determine compliance with the foregoing requirements.

7. State Nondiscrimination Clause:

   During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this contract by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

   This Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under contract.

8. Traveling Expenses:

   Contractor's administrative-related travel and per diem reimbursement costs shall be reimbursed based on the Contractor's policies and procedures. For programmatic-related travel costs, Contractor's reimbursement rates shall not exceed the amounts established by the State Department of Personnel Administration Rules and Regulations, PML 97-024, Section 599.619, dated July 1, 1997 and Section 599.631, and as amended from time to time.

9. National Labor Relations Board Certification:

   Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (Public Contract Code 10296) (Not applicable to public entities.)

10. Contractors for Legal Services $50,000.00 or more – Pro Bono Requirement:

    Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

11. Expatriate Corporations:

    Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California

12. Domestic Partners: For State funded contracts over $100,000 executed or amended after January 1, 2007, the Contractor certifies that Contractor is in compliance with Public Contract Code section 10295 *et seq*.

C. Statutes and Regulations Applicable to all HUD Funded Agreements:

1. Equal Access to HUD-Assisted or Insured Housing

a. Eligibility for HUD-Assisted or Insured Housing:

A determination of eligibility for housing that is assisted by HUD or subject to a mortgage insured by the Federal Housing Administration (FHA) shall be made in accordance with the eligibility requirements provided for such program by HUD, and such housing shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status. The terms "sexual orientation" and "gender identity" are defined in 24 CFR §5.100.

b. Prohibition of Inquiries on Sexual Orientation or Gender Identity:

No owner or administrator of HUD-assisted or HUD-insured housing, approved lender in an FHA mortgage insurance program, nor any (or any other) recipient or subrecipient of HUD funds may inquire about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing or housing whose financing is insured by HUD, whether renter- or owner-occupied, for the purpose of determining eligibility for the housing or otherwise making housing available.

This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit an individual from voluntarily self-identifying sexual orientation or gender identity. This prohibition on inquiries does not prohibit lawful inquiries of an applicant or occupant's sex where the housing provided or to be provided to the individual is temporary, emergency shelter that involves the sharing of sleeping areas or bathrooms, or inquiries made for the purpose of determining the number of bedrooms to which a household may be entitled. The term "household" is defined in 24 CFR §570.3.

§506 FEDERAL, STATE AND LOCAL TAXES

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

§507 INVENTIONS, PATENTS AND COPYRIGHTS

Contractor shall comply with the requirements regarding Inventions, Patents and Copyrights, which is attached hereto as Exhibit H and incorporated herein by reference.

§508 DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

Contractor shall comply with Los Angeles Administrative Code Section 10.50, 'Disclosure of Border Wall Contracting. The City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in Section 10.50.

§509 CITY'S ADDITIONAL REMEDIES

Contractor acknowledges and agrees that nothing contained in this Agreement is, represents, or is intended to be construed as: a release, compromise, settlement, or waiver by City of any cause of action that City may have against Contractor. City reserves its rights in full, including, but not limited to, the right to bring any claim, cause of action, or request for reimbursement against Contractor in relation to this Agreement and other transactions between City and Contractor.

§510 PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials,

equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

§511 WORK NOT IN SCOPE OF SERVICES

Contractor shall immediately notify LAHD in writing of any work that is requested to be performed that is outside of the original scope of work covered by this Agreement and Section 202 herein. If it is determined that the request is outside of the scope of work, Contractor shall not perform the requested work unless and until (i) the City's designated contract administrator approves the request in writing and authorizes the use of any contingency funds for the work, and (ii) an amendment providing for an adjustment in Contractor's compensation, and the scope of work, is approved and executed by both parties.

§512 PROHIBITION AGAINST DUPLICATION OF BENEFITS

Prohibition against duplication of benefits: Section 312 (42 U.S.C. 5155) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. 5121 *et seq*.) prohibits duplication of benefits for programs that provide financial assistance to people or entities suffering losses as a result of a Federally-declared disaster or emergency. The "duplication of benefits" occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs. Contractor must establish and maintain adequate procedures to prevent any duplication of benefits with concurrent grant funds. The City will issue additional guidance to facilitate compliance with this requirement.

6. GRANT REQUIREMENTS

§601 REPORTING REQUIREMENTS

A. General Reporting: Contractor shall furnish to the City at the times and on the forms and formats, electronically or manually, as the City may require all records, reports, data and information pertaining to matters covered by this Agreement.

B. Program Reporting: Contractor shall submit to the City the following program reports as identified below. Contractor shall submit to the City all required documents in accordance with all City procedures and Directives, which are incorporated herein by reference.

1. Monthly Fiscal Report

   a. Expenditure Report – Due on or before the 15th day of each month, the Contractor shall submit the Expenditure Report to the City, which reflects accrued expenditures as of the previous month on forms provided by the City.

   b. Cash Request – Due on or before the 15th day of the month, a Cash Request shall be submitted on forms provided. Contractors approved for cash advances shall submit a cash request on or before the 5th day of the month but not earlier than the 25th of the preceding month. If approved for cash advance, Contractor shall submit an expenditure report for costs incurred as of the 2 months preceding the month for which the cash is requested.

2. Closeout Report

   a. Costs reported are subject to City verification. Requests to modify the Budget shall be submitted to the City before closeout. Within 45 days following the completion of this Agreement, Contractor shall submit to the City, on forms provided by the City, a complete and accurate closeout invoice, including:

      1) Accruals of allowable expenditures within the contract term and program's budget period;

      2) Remittance for all unearned grant funds as identified in the close-out;

      3) Program General Ledgers of all billed expenditures approved in the Budget;

4) Program Equipment Inventory List.

b. In the event Contractor does not submit a final closeout or other required documentation within the prescribed time frame, the City reserves the right to unilaterally closeout the Agreement and use the invoice then on file at City for determination of Contractor's final allowable expenditures. The City will not reimburse Contractor for expenditures reported after the 45-day closeout date following the termination of this Agreement. The City shall provide to Contractor the City closeout forms at least 30 days before termination of the Agreement.

§602 MAINTENANCE OF RECORDS

A. Record Retention: Records, in their original form, shall be maintained in accordance with requirements prescribed by the Grantor and the City with respect to all matters covered by this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Unaltered copies of eligibility documents are acceptable. These records shall be retained for a period of six (6) years after termination of this Agreement and after final disposition of all pending matters. Pending matters include, but are not limited to, an audit, litigation, or other actions involving records. The City may, at its discretion, take possession of and retain the records. Before destruction of records retained under this Agreement, Contractor shall notify the City and request instructions on disposition of the records. As this Agreement is funded with federal funds, this six (6) year record retention period supersedes the record retention period stated in Section PSC-16 in Exhibit A, which is incorporated herein by reference and made a part of this Agreement.

B. Location of Records: Records (including, but not limited to, customer files and fiscal documents in their original form) pertaining to matters covered by this Agreement shall at all times, be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the City.

§603 CUSTOMER/APPLICANT FILES

Contractor shall complete and maintain on-site in each customer's file the following documents, as prescribed by program requirements: 1) application for all applicants; 2) eligibility documents (see note below); 3) assessment documents; 4) standard worksite training agreement (when applicable); 5) progress reports; 6) counseling documents, 7) job development records; 8) exit documents; 9) post placement follow-up documentation; 10) documentation of follow-up services; 11) employer verification documents; 12) verification documents for training completion; 13) written documentation that customer has received: program orientation, supportive services information, City complaint resolution procedures, contractor customer complaint resolution procedures; 14) documentation of supportive services received; and 15) documentation of credential received as a result of training.

NOTE: The City requires Contractor to verify and certify eligibility and maintain in the customer file, on-site, all eligibility documentation prior to, or as of, the date the applicant is registered in the program.

§604 EQUIPMENT RECORDS

A. Nonexpendable personal property (equipment) acquired with grant funds shall be properly maintained and accounted for as set forth below.

A record shall be maintained for each item of equipment acquired for the program. Equipment is nonexpendable property, which is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs $5,000 or more per unit, or is expected to have a useful life of one year or more. Items costing below $5,000, but falling into the following categories are also considered equipment and records must be maintained for them: (1) electronic communications equipment for stationary or vehicular use, including cellular telephones acquired by lease or purchase, and (2) electronic office equipment as follows – facsimile machines, copiers, electric typewriters, personal computers (monitors and CPU's), terminals, and printers.

The record shall include: (1) description of the item of equipment, including model and serial number, if applicable; (2) date of acquisition; (3) the acquisition cost or assigned value to the program; and (4) source of acquisition.

B. A physical inventory shall be taken by Contractor and reconciled with the record card annually or at other times as the City shall prescribe.

§605 PURCHASE OR LEASE OF EQUIPMENT OR FACILITIES

Prior to the purchase or lease of equipment, Contractor shall receive prior City approval in writing and shall comply with all requirements described in this Agreement.

The term “equipment” as used in this Agreement shall be defined to mean personal property.

A. Lease of Equipment

A copy of each executed equipment lease agreement shall be submitted to the City before payment. Written amendments to equipment lease agreement shall comply with the conditions set forth in this Agreement.

B. Purchase of Equipment

All equipment shall be purchased and used in accordance with 2 CFR Parts 200.313 and 200.439. All property real and personal, purchased under this Agreement with grant funds and of over $5,000 in value shall become the property of the City and shall be returned to the City upon termination of this Agreement, except as provided otherwise by the City in writing. Contractor shall file all Uniform Commercial Code statements for any eligible property purchased with grant funds and deliver a copy of the filing to the City.

C. Lease of Property or Facilities

1. All lease agreements shall incorporate the following provisions:

    a. All leases of property or facilities procured to house a City program under this Agreement must contain a provision that allows the City, at its sole option, to assume the lease for its remaining term, under the same terms and conditions then in effect, in the event that the City terminates its Contractor’s City Agreement or if Contractor abandons the lease.

    b. All leases of property or facilities procured to house a City program under this Agreement must contain a provision, which provides that any improvements made to the facility or property by Contractor, inures to the benefit of the City, and the City may elect, at its sole option, to remove the improvements.

    c. It is recommended that the Contractor, during lease negotiations, request the addition of a section to the lease agreement, whereby the lessor agrees that if lessee’s grant funding for any calendar year decreases by $500,000 or more from the previous calendar year, lessee may terminate the lease with 120 days written notice.

    d. Contractor shall amend any current lease agreements to incorporate the above provisions.

2. A copy of all leases and lease amendments must be reviewed and approved by the City prior to signature and be on file with the City prior to the release of funding.

3. Contractor shall not sublease, assign, or amend in any manner leases paid for with funds under this Agreement without prior written City approval.

4. Contractor shall invoice for only that portion of the lease cost that is allocated to the program funded by this Agreement. The Contractor is responsible for collecting any portion of the rent due to Contractor under sublease agreements with partners or other entities.

§606 ACCOUNTING PRACTICES

A. Contractor shall maintain a system of Internal Control in accordance with standard accounting practices.

1. In accordance with GAAP and City Directives, financial systems shall include:

    a. Information pertaining to sub-grant and contract awards, obligations, un-obligated balances, assets, expenditures, and income;

    b. Effective internal controls to safeguard assets and assure their proper use;

c. A comparison of actual expenditures with budgeted amounts for each subgrant and contract;

d. Source documentation to support accounting records;

e. Proper charging of costs and cost allocation and be sufficient to (i) permit preparation of required reports, and (ii) permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of the funds; and

f. "Internal Control" for purpose of this Agreement, comprises the plan or organization and all of the coordinated methods and measures adopted within an organization to safeguard its assets, check the adequacy and the reliability of its accounting data, promote operating efficiency, and assure adherence to prescribed management policies.

2. Contractor shall submit its system of accounting procedures and Internal Control to the City before the City disburses any funds to the Contractor.

§607 DOCUMENTATION OF EXPENDITURES

A. Documentation of expenditures, including the necessary supporting records, must be made available upon request.

B. Payroll expenditures shall be supported by activity reports that may include but not be limited to case reports, mileage logs, attendance rosters and other documents supporting work related to City contract or program.

C. Contractor shall not release funds to any subcontractor for reimbursement of costs, until it has received adequate documentation from the subcontractor that the expenditures are reasonable and allowable under the sub-agreement. All documentation must remain on file at Contractor's office.

§608 AUDITS AND INSPECTIONS

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

B. Access by the Grantor, City, the State, the DOL, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records (including computer records) of the Contractor which are directly pertinent to charges to the program, shall not be denied in order to conduct audits and examinations, and make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

C. Contractor agrees to provide any reports requested by the City regarding performance of the Agreement. When total expenditures under all federal programs in a fiscal year equal or exceed $750,000, the Contractor shall conduct or have conducted on an annual basis, audits in accordance with the Single Audit Act of 1984, PL 98-502, implementing regulations in the provisions of 2 C.F.R. Part 200, which applicable provision supersedes OMB Circulars A-133 as applicable, (City Council action dated February 4, 1987, C.F. No. 84-2259-S1) and administrative regulations or field memos implementing revisions or updates to the audit requirements. The auditor's reports, prepared in accordance with the aforementioned requirements, and any accompanying management reports on the operation of the Contractor or this Agreement, shall be submitted to the City within nine (9) months after the close of the Contractor's fiscal year.

D. Contractor, should it meet the above threshold, shall annually subcontract with a qualified independent auditor.

E. The audit is to be conducted annually to test the fiscal integrity of financial transactions as well as compliance with the applicable laws and regulations.

F. Contractor, not later than thirty (30) days following receipt of the final audit report and within nine (9) months after the close of Contractor's fiscal year, shall submit a copy of the report to the LAHD Financial Management Division.

G. If the auditor's report or management report identifies deficiencies with internal controls or contract compliance, the Contractor shall prepare and submit a corrective action plan along with the auditor's reports. The plan shall address all deficiencies and provide specific details on corrective actions to be taken along with the date the action was or will be implemented.

H. If the expenditures under all federal programs are less than $750,000, Contractor shall permit the City to conduct a performance review of this Agreement and all related records in accordance with directives received from the City.

I. In the event that Contractor is operating on a for-profit basis, Contractor shall conduct a program-specific annual independent financial and compliance audit in accordance with generally accepted government auditing standards, or an organization-wide audit that includes coverage of the City program within its scope.

J. The City reserves the right to impose any or all of the following sanctions for Contractor's failure to comply with the Single Audit Act and the provisions of this Agreement:

    1. Withhold a percentage of payments, at the City's sole discretion, until the audit is completed satisfactorily and submitted to LAHD, and/or.

    2. Suspend payments due to Contractor until the audit is completed satisfactorily and submitted to the City; and/or Impose the Default, Probation, Suspension and Termination provisions of this Agreement as set forth herein.

K. City, Auditor General of the State, Grantor, Director of the Office of Civil Rights, and the U.S. Comptroller General shall have the authority to audit, examine, and make excerpts or transcripts from records, including contracts, invoices, customer records and other records supporting this Agreement. Audits of earned funds are limited to determining if such funds were earned in accordance with this Agreement.

L. City may require Contractor who has inadequate fiscal or administrative procedures, to use any or all of the City's accounting or administrative procedures used in the planning, controlling, monitoring, and reporting of fiscal matters relating to this Agreement; or secure at Contractor's expense the service of independent experts.

M. City shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler systems, etc., to safeguard property, records and/or equipment used in the performance of this Agreement.

N. Should a fiscal or special audit determine that Contractor has earned funds which are questioned under the criteria set forth herein, the Contractor shall be notified and given the opportunity to justify questioned expenditures prior to the City's final determination of disallowed costs, in accordance with the procedures established under the Grant.

§609 CONFIDENTIALITY OF INFORMATION

A. The Grantor, the City, and Contractor will exchange various kinds of information pursuant to this Agreement. That information will include data, applications, program files and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, and the Department of Alcohol and Drug Programs.

B. The City and Contractor agree that:

    1. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.

2. Each party shall provide written instructions to all of its employees with access to information provided by the other party of the confidential nature of the information and of the penalties for unauthorized use or disclosure found in §1798.55 of the Civil Code, §502 of the Penal Code, §2111 of the Unemployment Insurance Code, §10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.

3. Each party shall (where appropriate) store and process information in an electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by computer, remote terminal, or other means.

4. Each party shall promptly return to the other party confidential information when its use ends or destroy the confidential information utilizing an approved method of destroying confidential information by shredding, burning, or certified, or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.

5. If the City or Contractor enters into an agreement with a third party to provide services, the City or Contractor agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.

6. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and, each party shall notify the other of any changes in that designation. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.

§610 SECURITY CLEARANCE AND TUBERCULOSIS TEST OF STAFF AND VOLUNTEERS

A. Contractor hereby certifies that by signing this Agreement, Contractor and subcontractor staff working with youth, either as employees or volunteers, who have a supervisory or disciplinary authority over minors must be fingerprinted and pass the background check, as required by California Penal Code §11105.3 and California Education Code §45125.1 and §10911.5. Fingerprinting and a background check may be required of other staff and volunteers depending upon how much contact the staff member will have with minors. The Contractor shall be responsible for obtaining security clearances for staff whose duties require a sufficient level of interaction with youth.

B. Contractor hereby certifies that by signing this Agreement, Contractor shall have Tuberculosis (TB) tests completed on any staff member working with the youth.

C. Contractor shall maintain proof of Security Clearance and TB tests of all staff, including those of the subcontractors, and make these records available for future inspection.

§611 RESTRICTION ON DISCLOSURES

Prior to the release of any reports, analyses, studies, information, or data generated as a result of this Agreement, Contractor shall notify the City of the request to release the information. Release of information shall be coordinated by Contractor and the City and shall be in compliance with state and federal law.

§612 MANAGEMENT INFORMATION SYSTEM RECORDS AND REPORTS

A. Contractor shall report to the City numeric data, statistics, facts, news, details and information for its City-funded project(s) using forms and formats such as the electronic Integrated Services Information System prescribed by the City for this purpose.

B. The City shall rely upon and use records and monthly invoices located at the City, and on-site verifications, as needed, to substantiate Contractor's performance and expenditure data, including, but not limited to, enrollment, training services, placement activities, wages, business/job creation, and post-program services status.

C. The City may contact Contractor staff, participants, subcontractors, training institutions or schools to verify the documentation supporting performance and compliance with this Agreement.

§613 INSTALLATION OF FINANCIAL ASSISTANCE SIGN

Contractor shall install, or allow to be installed, for public display upon the program site premises a sign, identifying Contractor as receiving financial assistance from the City and HUD.

§614 PRESS RELEASES--PUBLIC INFORMATION

Contractor shall make specific reference to the City as the sponsoring agency and that Contractor is an Equal Opportunity/Affirmative Action Employer in all communications with the press, television, radio or any other means of communicating with the general community. Contractor shall make specific reference to the City as the sponsoring agency of the program regarding any items that are related to the program funded hereby. Contractor shall also coordinate press releases with the media/public relations project for maximum impact.

§615 NOTICE TO CITY OF LABOR DISPUTES

When Contractor has knowledge that any actual or potential labor dispute involving participants or other employees is delaying or threatens to delay the timely performance of this Agreement Contractor shall immediately give notice thereof, including all pertinent information, with regard to same to City. No funds provided hereby shall be used to promote or deter union organizing.

§616 LISTING OF CONTRACTOR'S EMPLOYMENT OPPORTUNITIES WITH EDD

Contractor shall list all Contractor's job openings with the local Employment Development Department Office when such job openings are funded, in full or in part, through monies provided hereby.

§617 TECHNICAL ASSISTANCE

Should Contractor need technical assistance from the City regarding matters that are the subject of this Agreement, Contractor shall submit a written request to the City identifying the nature of the problem, the action Contractor has taken to resolve the problem, and the type of assistance needed.

§618 PROHIBITION OF LEGAL PROCEEDINGS

Contractor is prohibited from using Grant funds received under this Agreement for the purpose of instituting legal proceeding against the City and/or HUD or their officials, employee or representatives.

§619 ADMINISTRATIVE HEARING FOR DENIAL OF CLIENT BENEFITS BY CONTRACTOR – IF APPLICABLE

A. Contractor has read and agrees to strictly comply with Title 22 of the California Code of Regulations, §100751, as amended, which sets forth elements to be included in client benefit denial appeal procedures and shall advise individuals who have been denied assistance of their 20-day right to appeal to the State for an administrative hearing pursuant to 42 U.S.C. §8624(b) (13), as amended.

B. The client may withdraw request for appeal for administrative hearing at any time during the appeal process by rendering written or oral notice to the State. Where oral notice is given, such notice shall be confirmed in writing by the parties.

§620 FAITH-BASED ACTIVITIES

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the grant-funded program. However, a contractor that participates in a grant-funded program shall comply with the following provisions if it is deemed to be a religious or faith-based organization.

A. Contractor may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this Agreement. If Contractor conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, and participation must be voluntary for the beneficiaries of the grant-funded programs or services.

B. A religious or faith-based contractor will retain its independence from federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct grant funds to support any inherently religious activities, such as worship, religious instruction, or proselytization.

C. A religious or faith-based contractor may use space in their facilities to provide grant funded services, without removing religious art, icons, scriptures, or other religious symbols.

D. A religious or faith-based contractor retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

E. A religious or faith-based contractor shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

F. Grant funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities.

G. Grant funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this section. Where a structure is used for both eligible and inherently religious activities, grant funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to grant funds herein. Sanctuaries, chapels, or other rooms that a grant funded religious congregation uses as its principal place of worship, however, are ineligible for grant funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property dispositions.

§621 CHILD ABUSE

Contractor shall comply with the provisions of the California Child Abuse and Neglect Reporting Act (California Penal Code §11164 *et seq.*), and specifically §§ 11165.7, 11165.9 and 11166 therein.

§622 BUILD AMERICA, BUY AMERICA ACT

Pursuant to §70914 of the Build America, Buy America Act (the Act) incorporation of the Buy America preference as to Iron, Steel, Manufactured Products and Construction Materials must be incorporated in the terms and conditions of each award of federal funding with an infrastructure project. Pursuant to the implementation memo M-22-11 from the Executive Office of the President, Office of Management and Budget dated April 18, 2022, the definition of "infrastructure" per the Infrastructure Investment and Jobs Act (IIJA) which includes the Act, encompasses "public infrastructure projects". Memo M-22-11 further provides "[p]rojects consisting solely of the purchase, construction, or improvement of a private home for personal use, for example, would not constitute an infrastructure project." Because the CDBG funding for the City's Handyworker, Lead Remediation, Lead Technical Services, and Urgent Repair Programs, are used for the improvement (i.e. repair and lead remediation) of private homes for personal use, not open the public, the funds will not be used for "infrastructure" within the meaning of the Act. Therefore, the Buy America preference does not apply to the awards for the aforementioned programs.

7. SUBCONTRACT AND PROCUREMENT PROCEDURES

§701 SUBCONTRACT AND PROCUREMENT PROCEDURES

Contractor shall comply with the federal and City standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include, but not be limited to, purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts. Contractor shall comply with subcontracting/procurement requirements set forth in Exhibit "I", which is attached hereto and incorporated herein by reference, and shall ensure that the terms of this Agreement are incorporated into all subcontractor agreements. Contractor shall submit all subcontractor agreements to the City for review prior to the release of any funds to the subcontractor. Contractor shall withhold funds to any subcontractor that fails to comply with the terms and conditions of this Agreement and their respective subcontractor agreement.

8. REMEDIES

§801 DEFAULTS

Should the Contractor fail for any reason to comply with the contractual obligations of this Agreement, including but not limited to, meet the Performance Standards, start up the program on time, provide services according to plan and/or to benefit customers and the provisions of the Agreement, maintain expenditures at an approved rate in the Budget, resolve performance problems in a timely manner, demonstrate the capabilities to solve identified problems within a specific time, provide necessary fiscal or Management Information Services documents to City in a timely manner, maintain agreed cost per placement or utilize grant funds in accordance with the terms and conditions of the Agreement, the City reserves the right to take any or all of the following actions at its discretion:

A. Notify Contractor of performance deficiencies in accordance with §804 of this Agreement.

B. Withhold the release of funds.

C. Require that no funds be advanced to Contractor until Contractor has provided for the security of funds advanced by a Surety/performance bond. The amount and form of the security, if required, shall be determined by the City as noted on the Insurance Requirement Form and is subject to prior City approval.

D. Modify and/or renegotiate the funding/service level and/or make any changes in the general scope of this Agreement.

E. Require Contractor to secure at its own expense the services of independent experts.

F. Require specific performance progress reports for identified time periods.

G. Reduce compensation within the scope of the City's reallocation policy.

H. Suspend operations in accordance with §803 below of this Agreement.

I. Terminate the Agreement.

§802 NOTICE TO CORRECT PERFORMANCE

A. The City may notify Contractor of its failure to comply with the terms and conditions of this Agreement by giving written notice, effective upon date of such notice, which states the specific performance deficiencies to be corrected.

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

C. Contractor shall thereafter submit monthly progress reports to the City in accordance with the City approved corrective action plan specifying the actions taken and resolution of the performance deficiencies.

§803 SUSPENSION OF THE AGREEMENT

A. The City may, by giving written notice, suspend all or part of the project operations for Contractor's failure to comply with the terms and conditions of this Agreement; and may notify the bank identified on the City form referenced in §104A.3 above that all funds are frozen pending further notice from the City. This Notice of Suspension shall be effective upon the date of the City's written notice.

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

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

§804 TERMINATION OF AGREEMENT

A. At any time during the Term the City may terminate this Agreement, or any part of the Agreement, upon giving Contractor at least 30 days written notice prior to the effective date of the termination, which date shall be

specified in the notice. The City is not required to use other remedies provided herein prior to issuing a 30 day notice to terminate the Agreement. Upon the receipt of such notice, Contractor shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities or as otherwise approved by the City.

B. Contractor shall retain and dispose of all customers' documents and related records required by Contractor under this Agreement, in accordance with City Directives or written instructions. All finished and unfinished documents and materials procured for or produced under this Agreement, including all intellectual property rights thereto, shall become City property upon the date of such termination. Contractor agrees to execute any documents necessary for the City to perfect, memorialize or record the City's ownership of rights provided herein.

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

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

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

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

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

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

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

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

§805 NOTICES OF SUSPENSION OR TERMINATION

In the event that this Agreement is suspended or terminated, Contractor shall immediately notify all employees and customers and shall notify in writing all other parties contracted with under the terms of Agreement within five (5) working days from the City's written notice.

9. MISCELLANEOUS

§901 SURVIVAL OF TERMS AND CONDITIONS

All terms and conditions of this Agreement which impose a duty, obligation or requirement on Contractor that extend beyond the Term hereof shall survive the termination of this Agreement. Such terms and conditions shall include, but not be limited to, §§404 through 407, 505(A)(2), 602, 604 and 608.

§902 RATIFICATION CLAUSE

Due to the need for the Contractor's services to be provided for the benefit of the community, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed prior to

the execution of this Agreement but in accordance with the terms and conditions of this Agreement, such pre-execution services are hereby ratified and accepted.

§903 MERGER

This Agreement supersedes all prior communications and all previous written and oral agreements, and shall constitute the complete and exclusive statement of understanding between City and Contractor relating to the subject matter of this Agreement.

§904 COUNTERPARTS AND 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.

§905 NUMBER OF PAGES AND ATTACHMENTS

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes thirty (30) pages and ten (10) exhibits that constitute the entire understanding and agreement of the parties. Alternatively, this Agreement may be executed with electronic signatures, resulting in an electronic final original, which shall be uploaded to the Regional Alliance Marketplace for Procurement (RAMP) Connect website.

[Remainder of page intentionally left blank.]

[Signatures continue on next page.]

10. SIGNATURE PAGE

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

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By:_____
Assistant/Deputy City Attorney

Date:_____

ATTEST:

PATRICE Y. LATTIMORE, City Clerk

By:_____
Deputy City Clerk

Date:_____

Executed this ____ day of _____, 2025

For: CITY OF LOS ANGELES

TIENA JOHNSON HALL
General Manager
Los Angeles Housing Department

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

By:_____
Luz C. Santiago
Assistant General Manager

Executed this ____ day of _____, 2025

For: Watts Labor Community Action Committee., a California non-profit corporation

By:_____
Timothy Watkins, Sr.
President/CEO

City Tax Registration Certificate Number: 0000242292-0001-8
Internal Revenue Service ID Number: 95-2412689
UEID Number: GRDRETBLMFC6
CFDA Number: CDBG 14.218
Federal Award Identification Numbers: B-25-MC-06-0523
Council File Number: ##-####; Date of Approval: Month ##, 2025
Said Agreement is Number _____ of City Contracts

EXHIBIT A
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 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 B hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Attachment 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 Attachment 1 hereto. Exhibit B 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 # C-141265. 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 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, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, 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. 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.

ATTACHMENT 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. 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 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.

EXHIBIT B
Form Gen 146 (Rev. 6/12)
Required Insurance and Minimum Limits

Name: Watts Labor Community Action Committee Date: _____

Agreement/Reference: Handyworker Program

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

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☒ **General Liability** City of Los Angeles MUST be named additional insured

☒ Products/Completed Operations ☐ Sexual Misconduct — $ 1,000,000
☐ 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 12 Months After Completion of Work or Date of Termination. — $ _____

☐ **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: **Insurance certificate(s) MUST be submitted on the City's KwikComply site: https://kwikcomply.org/ and be re-submitted throughout the entire contract term so all required insurance remains valid and not expired.

EXHIBIT B
INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker.)

NAME: Darren Lay
CITY AGENCY: Los Angeles Housing Dept.
ADDRESS: 1910 W. Sunset Blvd, 3rd Flr
Los Angeles, CA 90026
EMAIL: darren.lay@lacity.org

GENERAL INFORMATION

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

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

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

Contractor must provide City a thirty (30) day notice of cancellation (ten (10) days for nonpayment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

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

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at https://kwikcomply.org/.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through KwikComply at https://kwikcomply.org/.

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

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

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

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

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

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

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

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

(Rev. 05/18)

EXHIBIT C
CERTIFICATION REGARDING
NOTICE OF PROHIBITION AGAINST RETALIATION

This certification is required by the regulations implementing Living Wage Ordinance. Contractor shall post a copy of the Notice to Employees Working on City Contracts Re: Living Wage Ordinance and Prohibition Against Retaliation, which is as below, in a prominent place in an area frequented by employees.

An employer subject to the Living Wage Ordinance shall post in a prominent place in an area frequented by employees a copy of the below notice to employees regarding the LWO prohibition against retaliation (also available in English at https://bca.lacity.gov/Uploads/contracting/LWO%202024/LWO%202024%20Adjusted/Notice%20to%20Employees%20of%20Retaliation%20(English)%2005.2024.pdf and in Spanish at https://bca.lacity.gov/Uploads/contracting/LWO%202024/LWO%202024%20Adjusted/Notice%20to%20Employees%20of%20Retaliation%20(Spanish)%2005.2024.pdf). The retaliation notice must be posted by an employer even if the employer has been exempted from the LWO.

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

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

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

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

For more information, or to obtain a complaint form, please contact the Equal Employment Opportunity Enforcement Section at bca.eeoe@lacity.org.

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
BCA.EEOE@LACITY.ORG

Rev. 05/24

AGREEMENT NUMBER: C-_____

Watts Labor Community Action Committee_____
CONTRACTOR/BORROWER/CY

Timothy Watkins, Sr., President/CEO_____
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____ _____
SIGNATURE DATE

EXHIBIT D

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

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 24 CFR Part 24 Section 24.510, and 29 CFR Parts 97.35 and 98.510, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AGREEMENT NUMBER C-_____

Watts Labor Community Action Committee_____
CONTRACTOR/BORROWER/AGENCY

Timothy Watkins, Sr., President/CEO _____
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____ _____
SIGNATURE DATE

EXHIBIT D (cont.)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12549 and 12689.

5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT E

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

AGREEMENT NUMBER C-_____

Watts Labor Community Action Committee_____
CONTRACTOR/BORROWER/AGENCY

Timothy Watkins, Sr., President/CEO _____
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____ _____
SIGNATURE DATE

EXHIBIT F
MANAGEMENT REPRESENTATION

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

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

   True □ False □

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

   True □ False □

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

   True □ False □

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

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

      True □ False □

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

      True □ False □

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

      True □ False □

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

   True □ False □

6. I have no knowledge of and am not in receipt of any communication regarding allegations of fraud, suspected fraud or abuse affecting the Contractor involving management, employees who have significant roles in internal control, or others where fraud/abuse could have a material effect on the financial records or performance of the City Contract.

   True □ False □

7. I have no knowledge of any allegations, written or oral, of misstatements or misapplication of funds in the Contractor's conduct of its financial affairs or in its financial records.

   True □ False □

8. I am not aware of any pending litigation, bankruptcy, judgment, liens and other significant issues that may threaten the financial viability, legal and continuing existence of the Contractor.

   True □ False □

9. The Contractor has satisfactory title to all assets being used in the City's program, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral.

   True □ False □

10. The Contractor has complied with all aspects of contractual agreements, related laws and regulations that could have a material effect on the financial records, the program/s, or on the organization as a whole.

    True □ False □

11. I have properly reported and paid to the appropriate governmental agencies all payroll taxes due on employees' (City program related or otherwise) compensation.

    True □ False □

12. I have responded fully to all the City's inquiries related to the Contractor's financial records and/or reports.

    True □ False □

13. I understand that the City's auditing and monitoring procedures of Contractor are limited to those which the City determines best meet its informational needs and may not necessarily disclose all errors, irregularities, including fraud or defalcation, or illegal acts, that may exist.

    True □ False □

14. I understand that the City audit and monitoring reports are intended solely for use by the Contractor and the other authorized parties, and are not intended for other purposes, unless otherwise required by law.

    True □ False □

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

    True □ False □

Use this space to provide any additional information:

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

AGREEMENT NUMBER C-_____

Watts Labor Community Action Committee_____
CONTRACTOR/BORROWER/AGENCY

Timothy Watkins, Sr., President/CEO _____
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____ _____
SIGNATURE DATE

EXHIBIT G
SCOPE OF WORK

1. The Contractor shall provide services pursuant to the Handyworker Program ("Program") as follows:

a. Minor Home Repair Services: Improvements of a professional quality in accordance with the specifications established by LAHD, and in conformance with local building codes and general construction industry standards. Eligible work includes repairs that do not require a City building permit, or limited repairs for which an express permit can be obtained. All minor repairs must be supervised by a licensed General Contractor and up to current building and safety code standards. This includes the installation of safety devices for both homeowners and renters. All work must be environmentally cleared, e.g., lead and historical, and all permit work must be approved or signed off by the Los Angeles Department of Building and Safety (LADBS). The Contractor will service the geographic areas identified in **Attachment A, Neighborhood Service Areas (NSA)**.

b. Installation of Safety Devices which include, but are not limited to:

- Hand-held shower heads
- Shower chairs
- Grab bars
- Toilet seat risers

c. Limited repairs for **homeowners** for which an **express permit (e-permit) is not required**:

- Minor plumbing repairs on leaks of faucets, toilets, water heaters, sinks (same size, type).
- Fixtures may also be replaced (toilet replacement requires a permit).
- Replacement of doors, same size and type.
- Installation of smoke and carbon monoxide detectors (battery operated only).
- Paint wall surfaces that show signs of damage such as peeling or chipping paint.
- Exterior accessibility such as ramps, handrails, and grab bars.
- Exterior repairs to rain gutters, vents, siding, trim, fascia, and stucco.
- Replacement/repair of wood steps (rebuilding of more than 3 steps requires permit).
- Debris removal -- only when related to other repairs or code violations.
- Brush clearing -- only when related to other repairs or code violations.
- Carpet replacement -- only when deemed a safety hazard.

d. Limited Repairs for **homeowners** for which an **express permit (e-permit) must be acquired from LADBS**:

B. Replacement of inoperable windows, same size and type.
C. Fire rated door installation.
D. Replacement/alteration of wall framing around doorway.
E. Earthquake gas shut-off valves, same size as existing gas main line.
F. Quick releases for window security bars.
G. Any repair/alteration of existing electrical system (excludes replacement of fixtures).
H. Replacement of toilets.
I. Installation of handrails when more than three (3) steps are present.
J. Stairs when more than 3 steps will be built.
K. Replacement of water heaters.

e. Repair Exclusions or types of work not covered by the Program:

- Major electrical, major plumbing, roofing and foundation issues.
- Landscaping, including tree trimming and/or watering system.
- Abatement of lead-based paint, mold or asbestos hazards.
- Repair or replacement of furniture, appliances such as window coverings.
- Pest control.
- House cleaning.
- Insulation, air conditioning, heating and similar energy conservation improvements.
- Repairs to retaining walls.

- Repair or replacement of heating and cooling systems.
- Repairs or painting of detached garages.
- All aesthetic repairs that do not promote safety or reduce hazards.

See **Exhibit J - Professional Fee Schedule** for detailed listing of typical Program repairs including cost of materials and labor.

2. Screening for Program Eligibility of Households

Handyworker services are available to homeowners and renters who meet the eligibility criteria for income, age or disability, residence, and property ownership. The Contractor shall ensure Clients are eligible to receive services and obtain proper documentation thereof. The Contractor must determine the Client's eligibility following the Handyworker Program **Eligibility Guidelines in Attachment B** and must submit a complete application with all supporting documents to LAHD before a Notice to Proceed (NTP) can be issued.

a. Household Income

Income is defined by State and Federal guidelines as the total annual income of all family members of a household as of the date that federal-funded assistance is provided including additional expected sources of income. See **Attachment C HUD Income Inclusions, Exclusions and Asset Consideration** for a complete explanation of what constitutes income.

To be eligible, the combined annual income of all members of the Client's household must be equal to or less than 80% of the Area Median Income (AMI) in accordance with HUD's annual income limits.

Table 1 shows the HUD income limits for 2025 .

TABLE 1: 2025 HUD Income Limits

Household Size	1	2	3	4	5	6	7	8
Max. Annual Income	$84,850	$ $96,950	$109,050	$121,150	$130,850	$140,550	$150,250	$159,950
The Handyworker Program uses the "low income" limits published by the U.S. Dept. of Housing & Urban Development for its Section 8 program. http://www.huduser.org								

The Handyworker Program uses the income guidelines published by the U. S. Dept. of Housing & Urban Development to set the maximum income to qualify for service, adjusted to household size. Please note these income limits are subject to change and may be replaced annually by any subsequent HUD publication, typically in spring of each calendar year.

b. Household Type: "Older Adult Senior Citizens"

Program Clients must be 62 years or older. In cases where the senior is a renter or does not own the property of residence, services will be limited to installation of safety devices with written approval of the landlord or property owner.

c. Household Type: "People with Permanent Disabilities"

For purposes of this Agreement, disability is defined by State and Federal guidelines as a long-term physical impairment that limits one or more major life activities. Clients will be expected to provide verification of long-term disability (most often with a Social Security award letter), but are not required to provide information on the nature of the disability.

Low-income households in which the resident property owner or renter has a permanent physical or mental impairment that is expected to be of long, continued and indefinite duration; that impedes the person's ability to live independently; and is such that the person's ability to live independently could be improved by more suitable housing are eligible.

Where the resident owner or renter is not a senior or disabled, as defined above, but living with a person with a disability, Program services to the low-income household will be limited to the specific accommodation required by the disabled family member.

d. Property Type

Eligible properties are restricted to single-family and stationary mobile units (i.e., manufactured homes), which must be certified as the homeowner/renter's primary residence. Only interior improvements that would not be covered by a development's Covenants, Conditions and Restrictions (CC&R's) or similar documents can be made on attached units.

Properties are not eligible for Program services if the property: (1) is structurally unsafe, and has any evidence of major plumbing or roof leakage; (2) has major mechanical, electrical or structural code violations; (3) requires major hazardous material abatement; and (4) is listed, advertised or otherwise made available for lease, rent or sale.

Please note, **LAHD reserves the right to prohibit work on non-permitted structures.**

e. Exceptions

Subject to limitations, reserves the right to designate recipients of Program services who differ from the above profile.

f. Cost Limits of Repair Cost

The Contractor shall refer to **Exhibit J- Professional Fee Schedule** when estimating cost of Program repairs. For cost of labor and materials not listed in the Fee Schedule, the Contractor shall either a) submit a quote for approval prior to performance of repair services (with an overhead and profit cost no higher than 20% as listed in the Fee Schedule) or b) provide written receipts for materials purchased after completion of service including cost of labor. The quotations and receipts will be reviewed by LAHD for reasonable and fair cost before payment is approved. At no time shall construction costs exceed industry standards. Acceptable resources are most current official publications of Contractors' Pricing Guides. It is the Contractor's responsibility to ensure that all work is performed in accordance with the Los Angeles City Building Code. Building permits that are required and not listed in the Fee Schedule must be obtained by the Contractor. Failure to obtain required permits will result in non-payment of work performed.

The Program allows a maximum of $5,000 in repair work, per property, due to federal regulations governing work involving lead hazards. For households occupied by renters, a maximum of $1,000 per Client is available for the installation of security and safety devices only. Funding of projects should be in accordance with the contract policies identified in Section §202 of this Agreement and **Exhibit J - Professional Fee Schedule**.

The total cost for minor repairs for **homeowners is (a) $5,000 per unit (b) plus building permits,** and **(c) $1,000 administrative fee**. The total repair cost for the installation of safety and security devices only cannot exceed **(a) $1,000 per unit (b) plus $480 administrative fee for renters**. Payment for work performed will be made by LAHD. Program Clients shall not be billed for any service. The Contractor is prohibited from collecting payment from any Program Client.

3. Client Participation Limits

Demand for Handyworker services far exceeds the available resources and budget. Clients may receive services three (3) times per property over their lifetime. In between each service, there must be a five (5) year waiting period. After the third service, Clients are not eligible for additional services. Please see Tables 2 and 3 below for an illustration of participation limits. These terms apply to both renters and homeowners.

The service limitation may be waived by LAHD to respond to emergencies, code violations or documented changes in medical condition.

TABLE 2: Client Participation Limits-Timeline

Service	Time Frame
First Service	Initial Service Date
Second Service	Five years after first service
Third & Final Service	Five years after second service
1 Emergency Service	Any time in their lifetime

TABLE 3: Client Participation Limits- Example

Service	Time Frame
First Service	September 2023
Second Service	September 2028
Third & Final Service	September 2033
1 Emergency Service	Any time in their lifetime

a. Emergency Services

Emergency work will address an immediate threat to the habitability of the Client to live in their home. All Clients may only receive **one** emergency service in their lifetime. Examples of common emergency services include:

- Repair/replace toilet.
- Repair/replace sink.
- Repair/replace water heater.
- Repair/replace exterior door.
- Repair/replace window.
- Repair/replace flooring, steps or handrail that may be considered a trip or fall hazard.
- Install wheelchair ramps, should someone in the household become disabled.

b. Determining Which Clients Are Prioritized

Clients shall be selected based on the following priorities:

- Clients requiring emergency work.
- Clients on the waitlist.
- All other Clients will be served in the order of their completed application date. First come, first serve.

c. Receipt of Applications, Determination and Verification of Eligibility

The Contractor shall receive applications for Program services in the office, by mail, or at the Client's home. The Contractor must keep a record of all inquiries about the Program and provide reports as necessary.

If a Contractor cannot serve a Client in the current fiscal year, the Client should be put on a waiting list, maintained in SmartSheet and shared with LAHD staff.

The Contractor shall make a determination as to the Client's eligibility under the Program guidelines. The Contractor must verify (a) the number of persons living in the residence; (b) the combined income of all members of the household; (c) homeowner residency, (d) property ownership (owner or renter); and (e) age and/or disability status. The Contractor shall provide verification documents, including current property tax bill, current utility bill,

and valid government-issued photo identification clearly showing date of birth and address. See above - Screening for Program Eligibility of Households and **Attachment B**: **Handyworker Program Eligibility Guidelines** for acceptable documentation.

The Contractor shall maintain records of all denials for Program services with the reasons thereof and make them available for review by duly authorized LAHD and Federal representatives upon request.

4. Determining Service Needs by Initial Inspection

Once Program eligibility has been established, the Contractor shall conduct a home inspection by walking through Clients' homes using the application's Habitability Checklist to identify needed repairs. The Contractor shall determine the type of minor home repair(s) to be provided, the work required and cost of materials necessary to complete services in conformity with this Agreement.

The Contractor shall contact Clients to schedule work as followed:

- Schedule site visits and construction work at least 48 hours or two business days, or sooner in the case of emergency repairs.
- Reschedule site visits and construction work at least 24 hours in advance.

The Contractor shall discuss results of the Habitability Checklist and inspection with the homeowner and must explain planned repair(s). The homeowner must agree to these repair(s) by signing the Planned Repairs form provided by LAHD. **All Habitability Checklist items declined by the Client shall be documented by the Contractor**. Documentation can be made in the notes portion of the checklist, application, or change orders, and must be signed by the Client.

a. Explanation of Habitability Standards

The Habitability Checklist is not intended to record all possible deficiencies but is a guide in determining the extent of repairs that are needed. The Habitability Checklist is a tool for the Contractor and LAHD to ensure that the Program repairs meet minimum health and habitability standards. The Contractor shall assess each Client's home to help identify, prioritize and focus on the following preventive maintenance and repairs to avoid property deterioration and improve safety:

- Operable carbon monoxide detectors in homes that have fuel-burning appliances and/or attached garages, powered from the building wiring or by working batteries, located in areas according to LAHD's building code.
- Operable smoke detectors powered from the building wiring or by working batteries located in areas according to LADBS' building code.
- Home has at least one properly functioning toilet.
- All water faucets in the kitchen and bathroom(s) operate properly.
- All plumbing lines and fittings to walls are secure and working properly.
- Water heater is properly connected, vented and secured for earthquake safety.
- All exterior doors and windows are intact, operable, weatherized and secured.
- All interior flooring, stairs, exterior pathways, steps and porches are hazard-free.
- Security bars on bedroom egress windows have proper foot-operated quick release.
- Homes with steps that have a handrail.
- Porches 30 inches or more in height have a guardrail.
- All existing light switches, light fixtures and receptacles work properly.
- All foundation vents and attic vents are secure and intact.
- Gutters and downspouts are secure, intact and operating at homes in hillside areas.
- Ground fault circuit interrupters (GFCI) protection receptacles are installed where required and are functional.
- Seismic gas shut-off valve is installed where required.
- Door to the attached garage has a self-closer and is fire rated.

b. The Contractor shall refer the homeowner to proper tradespersons to correct the following deficiencies not covered by the Program. The Client must correct these deficiencies prior to obtaining Program services:

- Major roof leaks, deteriorated, curling, and/or the roof has bare spots.
- The home has excessive cracks or other visible signs of foundation defects or potential structural failure.

c. The Contractor will review the following conditions not covered by the Program on a case-by-case basis to determine whether or not the deficiencies will render the home ineligible for the Program:

- Home has apparent or suspected water leaks behind walls or under the house.
- Home has apparent or suspected non-permitted construction.
- Electrical wiring is exposed or unsafe.
- Home has apparent or suspected lead based paint hazard, asbestos or mold.

d. The Contractor shall exercise due diligence in inspecting and assessing the condition of properties.

e. The Contractor shall complete and retain the Habitability Checklist provided by LAHD for all properties. Completion of the form will provide proof the inspection was completed, ensure the habitability issues are addressed, and that the Client understands the Program's capabilities and priorities. If the Habitability Checklist is incomplete, determined by LAHD to be inaccurate, and/or reflects that mandatory habitability items have not been installed or repaired, the associated project costs will not be reimbursed, and the invoices will be returned to the Contractor for appropriate action.

5. Estimating Cost of Program Repairs

The Contractor shall refer to **Exhibit J- Professional Fee Schedule** when estimating cost of Program repairs. For cost of labor and materials not listed in the Fee Schedule, the Contractor shall either a) submit a quote for approval prior to performance of repair services (with an overhead and profit cost no higher than 20% as listed in the Fee Schedule) or b) provide written receipts for materials purchased after completion of service including cost of labor. The quotations and receipts will be reviewed by LAHD for reasonable and fair cost before payment is approved. At no time shall construction costs exceed industry standards. Acceptable resources are most current official publications of Contractors' Pricing Guides.

It is the Contractor's responsibility to ensure that all work is performed in accordance with the Los Angeles City Building Code. Building permits that are required must be obtained by the Contractor. Failure to obtain required permits will result in non-payment of work performed.

6. Application Package for Minor Repairs and Notice to Proceed

The Contractor shall submit a project application to LAHD for approval prior to starting minor repair work on a Client's property. LAHD approval shall be in the form of a Notice to Proceed (NTP) containing instructions to complete construction within a specified period. In response, the Contractor shall send the signed NTP with anticipated start and completion dates of construction. Applications with insufficient information or documentation will not be approved for construction and will be labeled "on hold" until corrected.

The Application Package must be submitted as a PDF and include the following items:

a. Application Checklist signed by Contractor.

b. Eligibility section with signed Eligibility form and the following supporting documents:

- Valid photo ID (required for both owners and renters).
- Proof of income & assets (required for both owners and renters. Documents must be not older than 6 months).
- Current property tax statement (if homeowner).
- Property Owner Authorization form (for renters).
- Utility bill for both owners and renters. Bill must not be older than 6 months.

c. Technical section:

- Habitability Checklist signed by Client.
- Planned Repairs signed by Client.
- Clear and color photos of proposed repairs that must clearly demonstrate the need for repairs. If an item does not have a photo, the application will be put on hold.
- Copy of Client signed receipt for required Environmental Protection Agency lead education pamphlet.
- Copy of Client signed receipt for Handyworker Program Agreement.

d. Environmental Section with the following items:

- HUD Rehabilitation Environmental Review Appendix A form.
- City Planning Department ZIMAS report.
- Planned Repairs form.
- Property photos including deficiencies and areas where work is proposed.

If the application does not require additional environmental review, LAHD will usually respond to the Contractor within fifteen (15) business days. In cases where the application requires additional environmental review, the turnaround time varies on a case-by-case basis.

Based upon revisions to City or Federal requirements, the forms noted above are subject to change. LAHD reserves the right to conduct its own assessment of a property prior to approval of the proposed repairs.

7. Change Orders

The Contractor shall submit a Change Order to amend the original Planned Repairs for LAHD approval along with photos that justify the requested changes. Change Orders should not significantly alter the scope of work or final cost of repair unless directed by LAHD. LAHD may conduct a site visit prior to approval. **Failure to receive prior written approval from LAHD regarding changes to the already-approved planned repairs may result in non-payment of work performed.** Change Orders shall be based on prices established in the Fee Schedule.

8. Lead-Based Paint Hazards and Lead Clearance

The Program assumes that all pre-1978 housing has lead-based paint hazards unless proven otherwise. The Contractor is required to follow the Lead Safe Housing Rule (24 CFR Part 35)--the HUD regulation on controlling lead-based paint hazards in housing receiving federal assistance. Additionally, the Contractor must use lead safe work practices in accordance with the federal Occupational Safety and Health Administration (OSHA) and provide active U.S. Environmental Protection Agency (EPA) Lead Renovation, Repair and Painting (RRP) training certificates for site workers (see http://www2.epa.gov/lead/renovation-repair-and-painting-program). Visit https://www.hud.gov/programoffices/healthyhomes/lbp/hudguidelines or call the National Lead Information Center at (800) 424-5323 for further details.

a. LAHD has determined that no pre-testing of painted surfaces will be required. However, the Contractor is required to perform a proper assessment of a potential hazard, determine if the required work can be done within the scope of the Program and ensure proper procedures are followed during the performance of the work. This is to ensure that the Contractor does not create a hazardous condition by disturbing existing lead based paint in the home. In undertaking any repairs involving possible lead-based paint, the Contractor must adhere to all applicable Federal, State, and local regulations regarding worker and occupant safety.

b. All households occupying homes built before 1978 must receive a written notice of the hazards associated with lead-based paint in the form of the EPA brochures, Protect Your Family from Lead in Your Home and Renovate Right.

c. In accordance with Title 17, a responsible member of each Contractor's staff must be EPA-certified for Renovation, Repair and Painting (RRP). At least one person from C other construction personnel must have the RRP construction worker certification.

d. All homes built before 1978 that disturb in aggregate, more than two (2) square feet of any one interior room or space, twenty (20) square feet on exterior surfaces, or ten percent (10%) of the surface area on the interior or exterior type of component with a small surface area, must pass a lead clearance test. **Within five (5) business days of project completion or failure correction, the Contractor shall request a lead clearance from the LAHD Handyworker Program via Smartsheet.** In response, LAHD will schedule a quality control and visual inspection/lead dust wipe clearance sampling of the property to be conducted by either LAHD staff with appropriate CDPH certification or a certified independent third party lead-testing agency selected by LAHD.

e. If the property fails the lead clearance sampling test, LAHD shall provide the Contractor with a copy of the laboratory results confirming the presence of lead in excess of the allowed amounts. The Contractor must correct

the failure by re-cleaning the contaminated area. Payment may be withheld until the site passes the lead clearance test in compliance with State and Federal law.

f. The Contractor is responsible for all costs incurred to correct the failures. After the failures are corrected, the Contractor must submit a request for a lead clearance via Smartsheet. In response, LAHD staff will schedule another visual inspection/lead clearance of the property. The Contractor is responsible for reimbursing LAHD for all costs associated with performing the additional visual inspection and lead test. **The cost for each subsequent test will be two hundred dollars and no cents ($200)**. This amount will be deducted from the total cost for the subject home as per the invoice submitted by the Contractor.

9. Paint Specifications

The Contractors shall not paint the property unless the condition presents a health and safety issue. Please see also the section above on Lead-Based Paint Hazards and Lead Clearance. Visual inspection failures include, but are not limited to, the following: chipping, peeling, bubbling, alligatoring, and cracking paint, painting over inoperable or damaged areas of the home without repairing, painting windows shut, and applying non-matching or inappropriate types of paint. LAHD will review exceptions to this rule on a case-by-case basis.

Because the Program's emphasis is on safety and habitability issues, if the Contractor submits invoices that contain 40% or more painting projects (cosmetic repairs), those invoices shall be subject to additional review by LAHD including, but not limited to, project site visits prior to construction to ensure that habitability and priority repairs have been addressed.

a. The Contractor must first address all health and habitability related items for each project. If the budget permits, cosmetic items such as painting may be considered.

b. The Contractor shall inspect all surfaces and trim requiring painting to determine reasonable and visible evidence that the finish will satisfactorily adhere to the surface.

c. The Contractor shall repair or replace damaged underlying materials prior to painting.

d. The Contractor must properly prepare the substrate for paint application.

e. The Contractor shall select the appropriate coating system for the surface being coated, i.e., concrete, stucco, wood, metal (includes rust preventative), plaster, drywall, etc.

f. The Contractor shall guarantee that all work provided conforms to specifications, and that it is free from defects in quality and workmanship.

g. The Contractor shall comply with State of California Occupational Safety and Health Administration (CAL/OSHA) Lead Safe Work Practices; California's Lead Hazard Reduction Enforcement Senate Bill 460; Title 17, California Code of Regulations, Division 1, Chapter 8, accreditation, certification, and work practices for lead-based paint and lead hazards; HUD technical guidelines for the evaluation and control of lead based paint hazards in housing; Agreement Section 416 Compliance with State and Federal Statutes and Regulations; and all applicable health and safety, and labor codes.

h. Interior Painting

- See the Local, State and Federal Laws cited in this Agreement regarding Lead Based Paint (LBP) requirements.
- Prepare all surfaces to be painted based on the specific surface and location. Wet scrape and wet sand loose, peeling and flaking paint. Open up visible cracks and holes, and repair substrate with appropriate material. Repair all divots, depressions and minor damaged surfaces. Caulk all joints between walls, ceiling and trim. Wipe clean and properly dispose of any loose dust or particles. All interior paint must contain low volatile organic compounds (VOC). See the Local, State and Federal laws cited in this Agreement regarding Lead Based Paint (LBP) requirements.
- Protect and cover all surfaces, components and apparatus not to be painted. Remove electrical cover plates, lower light fixtures and other components not part of the surfaces to be painted. Wash all surfaces and trim to be painted with a lead-specific cleaner. Surface must be free of dirt and grime.
- Prime all surfaces to be painted, seal bare wood such as on wood cabinets, and apply rust preventative to all metal.

- Paint the entire interior: walls, ceiling and trim, behind plumbing and electrical fixtures, under sinks and lavatories, and closets. For example, remove outlet covers to paint the whole wall.
- Apply two coats of paint for full and uniform coverage. Unless the owner requests a different color, the paint must match.
- Use premium quality brands of sealers, primer, caulking, and paint.

i. Exterior Painting

- See the Local, State and Federal Laws cited in this Agreement regarding Lead Based Paint (LBP) requirements. Protect ground coverings, shrub and adjacent surfaces, components and fixtures not to be painted.
- Prepare all surfaces to be coated. Wash and clean all surfaces and trim with a lead-specific detergent. Surface must be free of dirt and grime. Workers must wet scrape and wet sand all loose, peeling, and flaking paint. Repair all imperfections, and minor wall, trim, eave, fascia, door and window trim damage using appropriate substrate material. Caulk all joints at walls and trim and all permanent attachments. Wipe clean any loose dust or particles.
- Prime all surfaces to be painted, seal bare wood, and apply rust preventative to all metal.
- Apply two coats of paint for full and uniform coverage. Unless the owner requests a different color, the paint must match.
- Use premium quality sealers, primer, caulking, and 100% acrylic latex or appropriate type of paint for the substrate.

10. Coordinating Subcontractor Work

Should the Contractor subcontract out all or portions of the work on a home, the Contractor's assigned supervisor must provide adequate supervision of Subcontractor personnel at all times. The Contractor must be in compliance with all City ordinances that govern Subcontractors. The Contractor must provide LAHD with a copy of its contract with the Subcontractor(s).

11. Invoice Package

The Contractor shall submit an Invoice Package to LAHD at the end of each month or bi-weekly, as volume requires. **The Invoice Package shall be submitted within ten (10) business days after the last day of each month.** The Invoice package shall consist of the following:

a. Invoice Package summary/cover sheet

- The Contractor's official letterhead showing address.
- Date and invoice number.
- Production period (e.g. Period of January 21, 2023 to February 5, 2023).
- Projects organized by Neighborhood Service Area (e.g. North Valley area, South Los Angeles area).
- Identify each project for which charges were incurred, including: Client name, street address, phone number and total cost of repairs (including administrative fee and permits).
- Grand total for the invoice.
- Signature from Contractor's authorized signatory.

b. Work Completion Certification.

- Signed and dated by the Client.
- Signed and dated by Contractor.
- **Signed and dated by Contractor's licensed personnel.**
- Contains job start date and job completion date.

c. Work Write-up for each Invoice

- Signed and dated by Contractor.
- Contains the following fees: administrative, repair rate (from Fee Schedule), permits, and Change Order(s).
- Itemize all labor hours for each task and specify the hourly rate associated with each activity in a task.
- Provide a copy of the Work Write-Up to the Client to keep for their records.

d. Properly labeled photos that clearly depict the completed work and date photo was taken.

e. Building Permits (if applicable), including documentation that the permits were finaled.

f. Copies of Change Orders (if applicable).

g. Signed copy of Notice to Proceed (with both LAHD staff and Contractor signatures).

12. Work Verification

Prior to payment of Contractor invoices, LAHD staff shall conduct site visits of completed project(s). Some repairs may only require a phone call to Clients to verify if services performed were satisfactorily completed in accordance with the approved Planned Repairs. If work completed does not meet the standards of the Program, the Contractor will receive a Correction Form that lists the project deficiencies that need correction prior to payment. Once the corrections have been completed, LAHD staff will inspect the work and approve. LAHD will track the number of repairs that required corrections- this information will be retained and reflected in their annual performance review.

13. Dispute Resolution

The Contractor will respond to all Client complaints and concerns in a timely and professional manner and make every effort to resolve issues to Client's satisfaction in accordance with program policies and procedures. Any disputes that cannot be resolved will be referred to LAHD staff for further review and mediation.

14. Required Approvals for Quality Control

The Contractor shall ensure that all work follows specifications listed in Exhibit J of this contract. All work must be of acceptable craftsmanship and utilize quality materials. The individual holding a State of California General Building Contractor (B) License or a qualified Authorized Agent will oversee all projects. Contractor or a qualified Authorized Agent will conduct a final home inspection to ensure that all work listed in the final Work Write-Up form has been completed in a satisfactory manner then sign off on all repair work.

15. Referrals to Other Services

The Contractor will refer Clients to other relevant service providers as other needs are identified, such as LAHD's Lead Hazard Remediation Program (https://housing.lacity.org/residents/lead-hazard-remediation-program); weatherization and energy efficiency programs administered by the State of California, Los Angeles Department of Water and Power, the Gas Company; tenant questions and complaints [866-557-RENT (7368)]; home loans (Neighborhood Housing Services of LA County, (888)-895-2647); and the Los Angeles Department of Aging's Multipurpose Senior Centers. By providing these referrals, LAHD desires to better serve the public and to achieve the most efficient use of limited resources. For further resources visit the Information and Referral Resource Form (https://docs.google.com/spreadsheets/d/1T0hS5XQtqZW301-C9yn3NY4GTvHD6-eQ/edit#gid=251044180). Keep in mind that information may change and LAHD staff will update contact information as possible.

16. Contractor Performance Expectations

The Contractor core functionality can be described as three areas: 1. Administrative: Outreach and enrollment of new Clients (submitting completed applications), 2. Assessment and repair planning and 3. Construction completion. The following includes performance metrics that measure Contractors productivity and will be documented in their annual evaluation:

a. **Approved projects must begin within 20 business days of the Notice to Proceed issue date**.

b. **Complete all planned repairs within 15 business days from the start of construction.**

c. **Invoices must be submitted monthly or bi-weekly and include all billable work completed during the performance period.**

d. **Invoices shall be submitted no more than 10 days after the end of the month**. See the section above for more information regarding the Invoice Package.

e. The Contractor must notify LAHD staff via email or Smartsheet of any foreseeable delays in start or completion dates due to shipping lead times, scheduling **or any other issues within five business days.** Notifications **shall include the amended projected completion date.**

17. Contractor Performance Goals

The following graphs outline the unit and spending goals for each service area during this contract.

Contractor						
	FY ##-##		FY ##-##		FY ##-##	
NSA	Unit Goal	Spending Goal	Unit Goal	Spending Goal	Unit Goal	Spending Goal
TOTALS						

18. Recordkeeping and Reporting

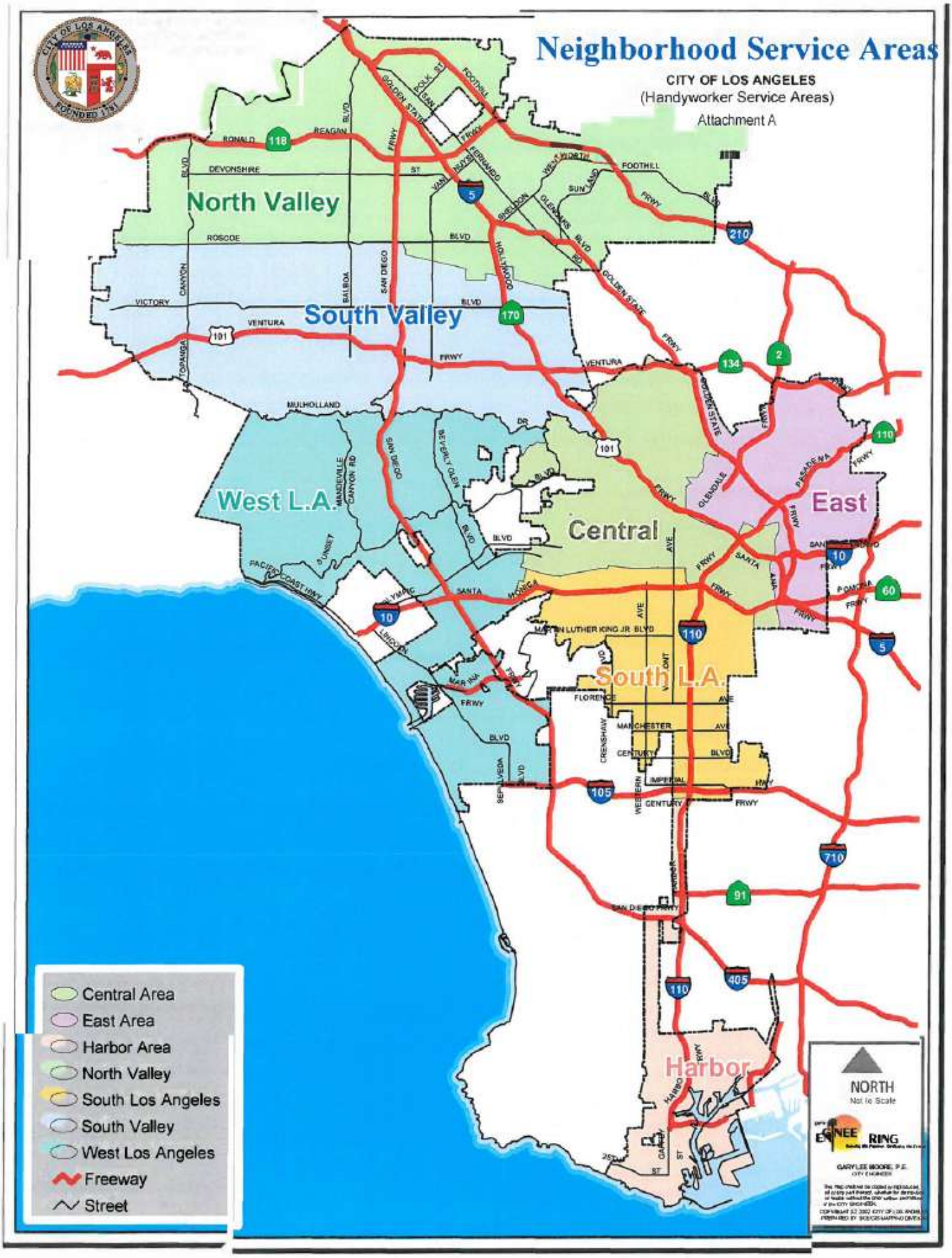
The Contractor must routinely maintain and submit to LAHD the following items:

a. Complete application packages
b. Invoices.
c. Client waitlists on Smartsheet

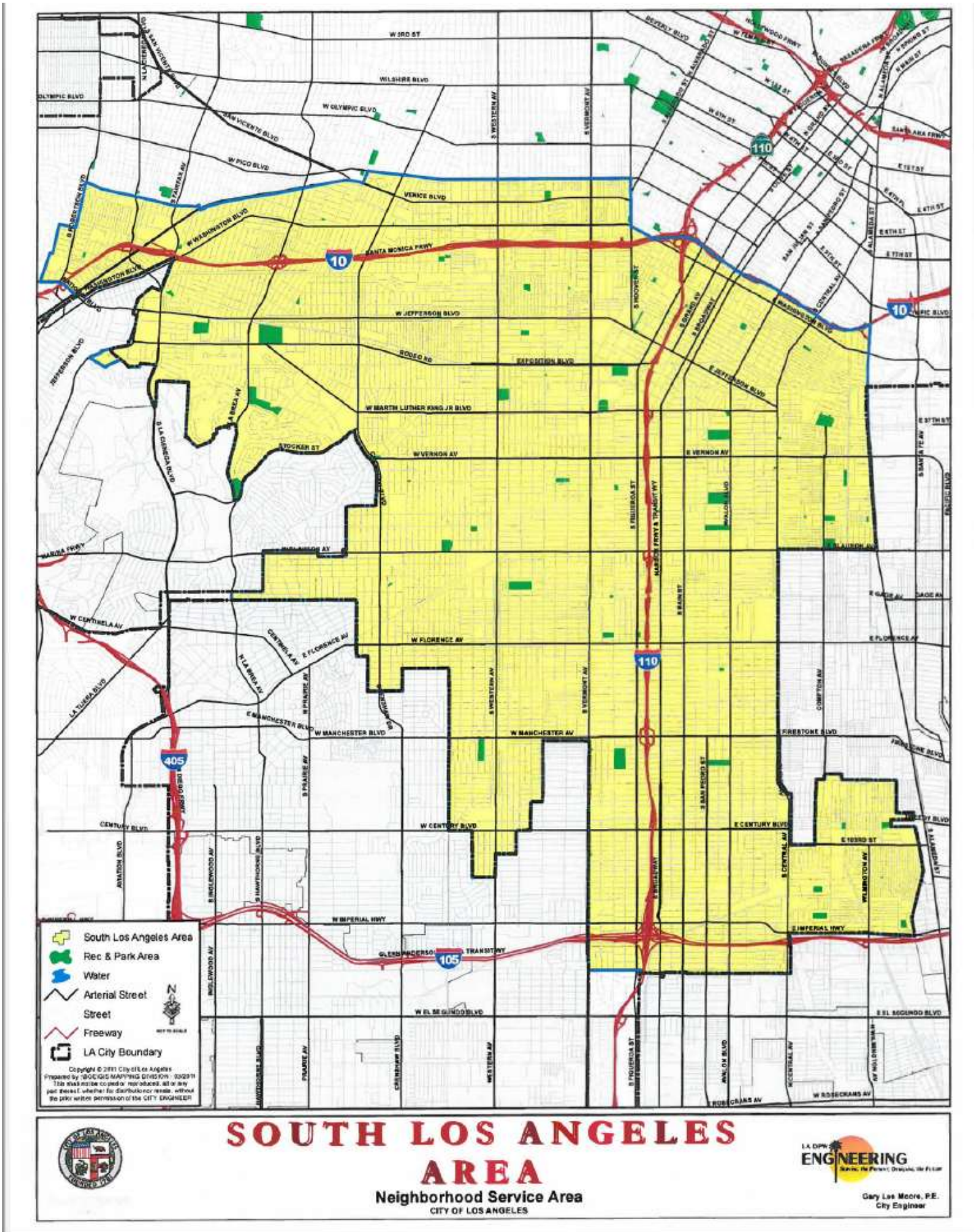
ATTACHMENT A
HANDYWORKER NEIGHBORHOOD SERVICE AREAS

(attached)

***(See enclosed PDF maps)**



Attachment A



Attachment A

ATTACHMENT B
HANDYWORKER PROGRAM ELIGIBILITY GUIDELINES

(attached)

Attachment B
HANDYWORKER PROGRAM ELIGIBILITY GUIDELINES

I. HOUSEHOLD TYPE AND INCOME

1. Age

   Senior applicant must be at least 62 years old. Acceptable documentation is government issued ID with photo and date of birth. Other proof of age may be considered.

2. Disability

   Disabled applicant is younger than 62 years old or is a disabled family member of the homeowner. Disability must be "long, continued and/or indefinite." Acceptable documentation is Social Security Administration's Supplemental Security Income award letter. Other proof of disability may be considered.

3. Income

   Eligible income is the combined income of all individuals occupying the applicant's household and shall not exceed HUD's maximum income guidelines for households.

   All types of income include but are not limited to the following (acceptable documentation should be dated within the last 12 months unless specified and must be verifiable):

   - Social Security Administration's Supplemental Security Income : Recent award letter, recent check stub, or recent bank statement (if direct-deposited)
   - Pension/Retirement/Annuity: Recent award letter, recent check stub, or recent bank statement (if direct-deposited)
   - Wages/salary: Two most recent check stubs
   - Rental Income: Two most recent receipts to tenant or lease agreement
   - Unemployment/Severance Pay: Recent award letter, recent check stub, or recent bank statement (if direct-deposited)
   - Disability/Worker's Compensation: Recent award letter, recent check stub, or recent bank statement (if direct-deposited)
   - Interest/Dividends: Recent statement
   - Alimony/Child Support: Recent award letter, recent check stub, or recent bank statement (if direct-deposited)
   - No Income: a certification/affidavit attesting to a lack of income; If, under 21, school identification along with signed affidavit attesting lack of income is acceptable
   - Bank Statements: Complete bank statements for two recent consecutive months verifying no additional income are required for all applications.

4. Ownership
   - Property Tax Bill under the applicant's name MUST be current and paid (not past due)
   - Mobile homes must have a current California registration
   - If the name on the property tax bill is different from the applicant, the following documentation will be accepted:
     - Death Certificate, Trust Agreement, Court Decree, Recorded Deed, or other legal documentation
   - If the name on identification is different from the property tax bill, the following documentation will be accepted:
     - Divorce Decree, Marriage Certificate, or other legal documentation (e.g. affidavit)
   - If any owners on the property tax bill are not listed on the application, the following documentation will be accepted:
     - Death Certificate, current utility bill or current government-issued identification showing a current, different address

5. Residency
   - Recent utility bill within the last six (6) months bearing the applicant's name and current address
   - Addresses on the applicant's ID, income, ownership, property information and utility bill must match

II. PROPERTY INFORMATION

- Applicant's property must be located in the City of Los Angeles
- Eligibility is limited to single-family or two-unit homes (Note: work is further **limited to the unit where the owner lives**), mobile homes and condominiums
- Must not be for sale or rent, **must be owner's primary residence**
- Must be free from open code enforcement actions (except those to be addressed by the Handyworker Program)

III. SERVICE FREQUENCY

- Previous service for minor repairs and improvements must have taken place at least five years prior to date of the current application; one year for installation of safety and security devices
- Homeowners serviced three (3) times or more are not eligible for additional Handyworker services
- Eligible painting cannot occur more than once every ten years

IV. SERVICE PRIORITY

The above service limitations may be waived if the following conditions exist (RFP Specifications section B.5.d):

- Changes in medical condition that require accessibility improvements
- Immediate threat to the health and safety of the homeowner
- Code violations
- New or first-time applicants who have no prior record of Handyworker service

V. SCOPE OF WORK

All planned repair, except installation of safety devices, and change orders must be pre-approved by LAHD before start of work.

- Maximum $5,000 for repair cost (correct measurements and rates)
- Minimum Habitability Standards for minor repairs must be met and given priority (RFP Specifications section B.5.d.)
- Major and potential structural failure (e.g. deteriorating roof, excessive cracks, foundation problems, etc.) are disallowed
- Other limitations: water leaks, unpermitted construction, exposed or unsafe electrical wiring, lead based paint hazard, asbestos or mold, exterior work on condominiums/townhomes/co-op units
- Non-owner occupied units of any type can only qualify for installation of safety and security devices with the homeowner's signed approval statement

ATTACHMENT C
HUD INCOME INCLUSIONS EXCLUSIONS AND ASSET CONSIDERATION

(attached)

Attachment C
HUD INCOME INCLUSIONS, EXCLUSIONS AND ASSET CONSIDERATION

(Source: HUD Occupancy Handbook Exhibit 5-2 4350.3 REV-1)

NOTE: There is no asset limitation for participation in HUD assisted-housing programs. However, the definition of annual income includes net income from family assets.

A. Net Family Assets include the following:

1. Cash held in savings and checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average balance for the last six months. Assets held in foreign countries are considered assets.
2. Revocable trusts. Include the cash value of any revocable trust available to the family. See discussion of trusts in paragraph 5=7 G.1.
3. Equity in rental property or other capital investments. Include the current fair market value less (a) any unpaid balance on any loans secured by the property and (b) reasonable costs that would be incurred in selling the asset (e.g., penalties, broker fees, etc.).
4. Stocks, bonds, Treasury bills, certificates of deposits, mutual funds, and money market accounts. Interest or dividends earned are counted as income from assets even when the earnings are reinvested. The value of stocks and other assets vary from one day to another. The value of the asset may go up or down the day before or after rent is calculated and multiple times during the year thereafter. The owner may assess the value of these assets at any time after the authorization for the release of information has been received. The tenant may request an interim recertification at any time thereafter that a decrease in stock value may result in a decrease in rent.
5. Individual retirement, 401K, and Keogh accounts. These are included when the holder has access to the funds, even though a penalty may be assessed. If the individual is making occasional withdraw3als from the account, determine the amount of the asset by using the average balance for the previous six months. (Do not count withdrawals as income.)

Example – Withdrawals from a Keogh Account

Ly Pham has a Keogh account valued at $30,000. When she turns 70 years old, she begins drawing $2,000 a year. Continue to count the account as an asset. Use the guidance in paragraph 5-7 to determine the cash value and imputed income from the asset. Do not count the $2,000 she withdraws as income.

ATTACHMENT C
HUD INCOME INCLUSIONS, EXCLUSIONS AND ASSET CONSIDERATION
(Source: HUD Occupancy Handbook Exhibit 5-2 4350.3 REV-1)

6. Retirement and pension funds.
   a. While the person is employed. Include only amounts the family can withdraw without retiring or terminating employment. Count the whole amount less any penalties or transaction costs. Follow paragraph 5-7 G.4 of the chapter on determining the value of assets.
   b. At retirement, termination of employment, or withdrawal. Periodic receipts from pension and retirement funds are counted as income. Lump-sum receipts from pension and retirement funds are counted as assets. Count the amount as an asset or as income, as provided below.
      (1) If benefits will be received in a lump sum, include the lump-sum receipt in net family assets.
      (2) If benefits will be received through periodic payments, include the benefits in annual income. Do not count any remaining amounts in the account as an asset.
      (3) If the individual initially receives a lump-sum benefit followed by periodic payments, count the lump-sum benefit as an asset as provided in the example below and treat the periodic payment as income. In subsequent years, count only the periodic payment as income. Do not count the remaining amount as an asset.

NOTE: This paragraph and the example below assume that the lump-sum receipt is one-time receipt and that it does not represent delayed periodic payments. However, in situations in which a lump-sum payment does represent delayed periodic payments, then the amount would be considered as income and not an asset.

Example – Retirement Benefits as Lump-Sum and Periodic Payments

Upon retirement, Eleanor Reilly received a lump-sum payment of $15,000. She will also receive periodic pension payments of $350 a month.

The lump-sum amount of $15,000 is generally treated as an asset. In this instance however, Eleanor spent $5,000 of the lump sum on a trip following her retirement. The remaining $10,000 she placed in her mutual fund with other savings. The entire mutual fund will be counted as an asset.

The owner has verified that Eleanor is now not able to withdraw the balance from her pension. Therefore, the owner will count the $350 monthly pension payment as annual income and will not list the pension account as an asset.

7. Cash value of life insurance policies available to the individual before death (e.g., the surrender value of a whole life policy or a universal life policy). It would not include a value for term insurance, which has no cash value to the individual before death.
8. Personal property held as an investment. Include gems, jewelry, coin collections, or antique cars held as an investment. Personal jewelry is NOT considered an asset.
9. Lump-sum receipts or one-time receipts. (See paragraph 5-6 **p** for additional information on what is counted as a lump-sum receipt and how to treat lump-sum receipts.) These include inheritances, capital gains, one-time lottery winnings, victim's restitution, settlements on insurance claims (including health and accident insurance, worker's compensation and personal or property losses), and any other amounts that are not intended as periodic payments.
10. A mortgage or deed of trust held by an applicant.
    a. Payments on this type of asset are often received as one combined payment of principal and interest with the interest portion counted as income from the asset.
    b. This combined figure needs to be separated into the principal and interest portions of the payment. (This can be done by referring to an amortization schedule that relates to the specific term and interest rate of the mortgage.)
    c. To count the actual income for this asset, use the interest portion due, based on the amortization schedule, for the 12-month period following the certification.
    d. To count the imputed income for this asset, determine the asset value **as of the effective date of the certification**. Since this amount will continually be reduced by the principal portion paid during the previous year, the owner will have to determine this amount at each annual recertification. See the following example:

Example – Deed of Trust and Imputed Income

Computation of imputed income:

An elderly tenant sells her home and holds the mortgage for the buyer. The cash value of the mortgage is $60,000. The combined payment of principal and interest expected to be received for the upcoming year is $5,000. The amortization schedule breaks that payment into $2,000 in principal and $3,000 in interest. In completing the asset income calculation, the cash value of the asset is $60,000, and the projected annual income from that asset is $3,000. **The imputed income would be calculated by multiplying the cash value of $60,000 by the 2% imputed passbook rate.** Each subsequent year, the cash value of the asset should be reduced by the principal portion paid. In this example, it would be reduced to $58,000 in the following year ($60,000-$2,000 principal payment = $58,000). **When calculating the imputed income for the following year, the owner would multiply the cash value of $58,000 by the 2% passbook savings rate.**

ATTACHMENT C
HUD INCOME INCLUSIONS, EXCLUSIONS AND ASSET CONSIDERATION

(Source: HUD Occupancy Handbook Exhibit 5-2 4350.3 REV-1)

Regulatory References

(These references are current as of the date of publication. Readers should refer to the latest edition of the Code of Federal Regulations.)

24 CFR part 5.603 defines net family assets as follows:

Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and the equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. . . . . in determining net family assets, owners shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or recertification, as applicable, in excess of the consideration received therefor. In the case of disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

B. Net family assets **DO NOT** include the following:
IMPORTANT: The owner does not compute income from any assts in this paragraph.

1. Personal property (clothing, furniture, cars, wedding ring, other jewelry that is not held as an investment, vehicles specially equipped for persons with disabilities).
2. Interests in Indian trust land.
3. Term life insurance policies (i.e., where there is no cash value).
4. Equity in the cooperative unit in which the family lives.
5. Assets that are part of an active business. "Business" does NOT include rental of properties that are held as investments unless such properties are the applicant's or tenant's main occupation.

Example – Assets that are Part of an Active Business

- Laura and Lester Hines own a copier and courier service. None of the equipment that they use in their business is counted as an asset (e.g., the copiers, the FAX machines, the bicycles.
- Alice Washington rents out the home that she and her husband lived in for 42 years. This home is not an active business asset. Therefore, it is considered an asset and the owner must determine the annual income that Alice receives from it.

6. Assets that are not effectively owned by the applicant. Assets are not effectively owned when they are held in an individual's name, but (a) the assets and any income they earn accrue to the benefit of someone else who is not a member of the family, and (b) that other person is responsible for income taxes incurred on income generated by the assets.

   NOTE: Nonrevocable trusts (i.e., irrevocable trusts) are not coverd by this paragraph. See information on nonrevocable trusts in paragraph 5-7 G.1.

Example – Assets not Effectively Owned by the Applicant
Net family assets do not include assets held pursuant to a power of attorney because one party is not competent to manage the assets, or assets held in a joint account solely to facilitate access to assets in the event of an emergency. **Example:** Alexander Cumbow and his daughter, Emily Bornscheuer, have a bank account with both names on the account. Emily's name is on that account for the convenience of her father in case an emergency arises that would result in Emily handling payments for her father. Emily has not contributed to this asset, does not receive interest income from it, nor does she pay taxes on the interest earned. Therefore, Emily does not own this account. If Emily applies for assisted housing, the owner should not count this account as her asset. This asset belongs to Alexander and would be counted entirely as the father's asset should he apply for assisted housing.

7. Assets that are not accessible to the applicant and provide no income to the applicant. Nonrevocable trusts are not covered under this paragraph. See information on nonrevocable trust in paragraph 5-7 G.1.

Example
A battered spouse owns a house with her husband. Because of the domestic situation, she receives no income from the asset and cannot convert the asset to cash

EXHIBIT H
INVENTIONS, PATENTS AND COPYRIGHTS

A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under Title 35 of the U.S. Code, including, without limitation processes and business methods made in the course of work under this Agreement, the Contractor shall report the fact and disclose the Invention promptly and fully to the City. The City shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the City and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. §200 *et seq.* (Pub.L. 95-517, Pub.L. 98-620, 37 CFR, Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983; and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp. p. 262). Contractor hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

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

C. Copyright Policy

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

2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement. Contractor shall comply with 24 CFR 85.34.

D. Rights to Data

1. The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. §401 or §402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f) (2) instead of unlimited rights (48 CFR 27.404(a)).

2. Obligations Binding on Subcontractors Contractor shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

E. Intellectual Property Provisions for California Sub-Grants **(IF APPLICABLE)**

This Agreement is funded in part with federal "pass through" funds from the State of California (State). The following requirements are applicable to this Agreement. In any Contract funded in whole or in part by the federal government, City/State may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the Contract, except as provided in 37 Code of Federal Regulations Part 401.14. However, pursuant to 29 CFR Part 97.34, the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

F. Ownership

1. Except where City/State has agreed in a signed writing to accept a license, City/State shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement.

2. For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents (whether or not issued,) copyrights, trademarks, service marks, applications for any of the foregoing: inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will any data or information maintained, collected or stored in the ordinary course of business by City/State, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country, jurisdiction.

3. For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter, including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works, including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials of products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

4. In the performance of this Agreement, Contractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of City's/State's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of City's/State's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of City/State. Except as otherwise set forth herein, neither Contractor nor City/State shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to City/State, Contractor agrees to abide by all license and confidentiality restrictions applicable to City/State in the third-party's license agreement.

5. Contractor agrees to cooperate with City/State in establishing or maintaining City/State's exclusive rights in the Intellectual Property, and in assuring City's/State's sole rights against third-parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parities in order to perform this Agreement, Contractor shall require the terms of agreement(s) to include all Intellectual Property provisions herein. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to City/State all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or City/State and which result directly indirectly from this Agreement or any subcontract.

6. The requirement for the Contractor to include all Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for customized and on-the-job-training as authorized under 20 CFR 663.700-730.

7. Contractor further agrees to assist and cooperate with City/State in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony, and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce City's/State's Intellectual Property rights and interests.

G. Retained Rights/License Rights

1. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to City/State, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Contractor's Intellectual Property with the right to sub-license through multiple layers, for any purpose

whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

2. Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of City/State or third-party, or result in a breach or default of any provisions herein or result in a breach of any provisions of law relating to confidentiality.

H. Copyright

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

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

I. Patent Rights

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

J. Third-Party Intellectual Property

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

K. Warranties

1. Contractor represents and warrants that:

   a. It has secured and will secure all rights and licenses necessary for its performance of this Agreement. Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third-party based on an alleged violation of any such right by Contractor.

   b. Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

c. It has secured and will secure all rights and licenses necessary for Intellectual Property, including, but not limited to, consents, waivers or releases from all authors or music or performances used, and talent (radio, television, and motion picture talent), owners of any interest in and to real estate, site locations, property or props that may be used or shown.

d. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to City/State in this Agreement.

e. It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance or computer software in violation of copyright laws.

f. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

2. City/State makes no warranty that the intellectual property resulting from this sub-grant Agreement does not infringe upon any patent, trademark, copyright or the like, now existing or subsequently issued.

L. Intellectual Property Indemnity

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

2. Should any Intellectual Property licensed by the Contractor to City/State under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve City's/State's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to City/State. City/State shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for City/State to continue using the licensed Intellectual Property, or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, City/State may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

3. Contractor agrees that damages alone would be inadequate to compensate City/State for breach of any term of these Intellectual Property provisions herein by Contractor. Contractor acknowledges City/State would suffer irreparable harm in the event of such breach and agrees City/State shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

M. Survival

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

EXHIBIT I
SUBCONTRACT AND PROCUREMENT PROCEDURES

A. SUBCONTRACTS

1. For the purpose of this Agreement, subcontracts shall include, but not be limited to purchase agreement or lease or rental agreements (excluding real property agreements), third-party agreements, consultant services subcontracts and construction subcontracts.

2. Subcontracts entered into in the performance of this Agreement shall:

   a. Be subject to the terms and conditions set forth in this Agreement. City may require incorporation of the applicable provisions in a written agreement.

   b. Specifically prohibit assignment or transfer of interest without prior written approval by the City.

   c. Contractor must specifically provide proof, when applicable, of the appropriate permits and/or business licenses.

3. A copy of each executed subcontract, or amendment(s) thereto, shall be submitted to the City for approval prior to execution.

4. A copy of each executed subcontract, or amendment(s) thereto, shall be maintained by Contractor and provided to City upon written request.

5. Subcontractors shall be procured consistent with the Procurement Procedures outlined in this Agreement.

6. A subcontractor is defined as a person or business who is awarded a portion of an existing contract by a principal or general contractor. A subcontractor performs work under a contract with a general contractor.

B. PROCUREMENT PROCEDURES

1. It is the policy of the City of Los Angeles (City) to encourage fair and open competition in its procurement for goods and services. The requirements for a fair and open competition include the development of written procurement policies that include, but are not limited to all of the following subsections. Several of the provisions herein include City mandated rules and procedures in addition to the other grant requirements. Such policies are applicable to subcontractors to the extent permitted by law.

   a. Purpose: It is the intent of these rules that these procedures shall apply to all subcontracts including, but not limited to purchase agreements, lease or rental agreements (excluding real property agreements), third-party agreements, and consultant services subcontracts. All contractors are required to prepare written procurement procedures. All written procedures and policies for procurement activities are to be available for public inspection.

   b. Responsibilities:

      (1) The following procedures shall apply to all procurements under this Agreement in order to ensure that all solicitations:

         (a) Incorporate a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurement, contain features which unduly restrict competition; and

         (b) Identify all requirements that the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

      (2) Issue a Public Notification: The notification must be made through an announcement in a local public medium (e.g., newspaper) or other media that covers the entire service area.

(3) All steps of each procurement must be documented, including a description of the documentation process and where the documentation will be located.

(4) Contractor shall provide a copy of the bid package to anyone who requests it. Contractor shall compile a list of everyone requesting a copy of the bid package.

(5) The Contractor shall ensure that all pre-qualified lists of persons, firms or other organizations that are used to acquire goods and services are current and include sufficient numbers of qualified sources to ensure maximum open and free competition. The agencies listed on the bidder's list may be individually notified.

(6) The Contractor shall maintain records that are sufficient to detail the significant history of a procurement procedure. These records shall include, but are not limited to the following: rationale for the method of procurement; the selection of contract type; contractor selection or rejection; rational and reasonable rating criteria and the basis for the contract type.

(7) The Contractor shall keep records sufficient to insure that funds have not been spent unlawfully.

(8) The Contractor shall retain all records pertinent to any procurement agreement/contract within the County of Los Angeles for a period of five (5) years following termination of the Agreement and after final disposition of all pending matters. "Pending Matters" include, but are not limited to an audit, litigation, or other activities involving records. Prior to destruction of records retained under this Agreement, the Contractor shall notify the City and request instructions on disposition of said records.

(9) The Contractor shall not contract with any party that is debarred, suspended or otherwise excluded from participation in Federal assistance programs. All contracts shall include a self-certification from the contractor that it is not a debarred party.

The Federal government prohibits awards to any party that is debarred. The Federal government compiles a list of debarred parties. The Federal list is published by the General Services Administration. A copy may be obtained by accessing https://www.sam.gov/SAM/. The list will be issued as an Information Bulletin in May of each year. It is the Contractor's responsibility to ensure that funds are not awarded to entities on the debarment list.

(10) Procurement activities must be concluded in a confidential manner. Staff involved in procurements must not divulge advance purchasing information, specific proposal/offer evaluation criteria, and negotiations with bidders or in-house discussions regarding procurement until such time as this information is released to all parties.

(11) Contractor shall receive and log in proposals and establish a method for recording the date and time of arrival of proposals using either a log-in sheet, or a date/time stamp. Contractor shall establish a single location for receipt of proposals. Contractor shall ensure that the only proposals received by the deadline specified in the bid package qualify for the evaluation process unless there is a valid legal reason for otherwise considering a late proposal.

(12) Contractor shall establish proposal evaluation procedures that shall include, but not be limited to the following:

(a) Clear staff responsibilities: A procurement specialist shall be designated for each bid/proposal process. It shall be the responsibility of the specialist to insure compliance with these procurement rules;

(b) Develop a standard worksheet or check-list for determining responsiveness of each proposal;

(c) Establish and use evaluation criteria and a standard evaluation worksheet to be used in recording the evaluations of each proposal;

(d) Prepare an analysis of costs to verify allowability and to determine reasonableness;

(e) Identify staff responsibilities for completing proposal evaluation and for summarizing evaluation results;

(f) Develop a description of methods for ensuring independence of ratings by those involved in the evaluation process (i.e., prohibit discussion among staff, sequestered evaluations);

(g) Identify policy and process by which selection of awardee(s) will be made; and

(h) Provide an opportunity for bidders to appeal staff recommendations.

Items a-c should be sufficiently completed before issuance of the bid package so relevant parts can be included.

(13) Contractor shall identify complete and timely proposals. Contractor shall review the technical merits of these proposals based on the rating criteria contained in the bid package. Contractor shall review the cost proposals based on applicable cost principles and the technical proposal.

(14) Contractor shall determine which proposals are in competitive range for technical response and based on the cost and price analysis conducted prior to the release of the bid package.

(15) Contractor shall negotiate with organization(s) in the competitive range. Contractor shall establish policies and procedures governing face-to-face negotiations. Include in these policies opportunities to seek clarification of the proposal content, the offeror to submit a best and final proposal prior to final evaluation and award. Contractor shall include in the criteria that all responsive offerors in the competitive range are given fair and equal consideration based on the merits of their proposals. Contractor shall document these negotiations in writing.

(16) Private for-profit entities must obtain prior written approval from the City for purchases of personal property (other than supplies) using Agreement funds.

(17) Contractor shall conduct and document oversight to ensure compliance with these procurement procedures.

(18) If the State of California, or the City of Los Angeles has established a debt against a service provider that has not been repaid or a repayment agreement plan has not been implemented, then the service provider shall be barred from receiving any future City funds.

(19) Participation of Minorities, Women, Disadvantaged and Small Businesses

To the fullest extent possible in the administration of this Agreement, Contractor agrees to provide opportunities for minorities, women, disadvantaged and small businesses to participate in procurements under this Agreement.

(20) The Contractor shall not use funds provided under this Agreement to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State, or local sources, unless it is demonstrated that the Agreement-funded alternative services or facilities would be more effective or more likely to achieve performance goals.

(21) The Contractor, to the maximum extent practicable and permitted by law, is encouraged to maximize use of goods, products, and materials produced in the United States when procuring goods and services under Federal awards. (2 CFR 200.322.)

(22) The Contractor, consistent with 2 CFR 200.216 (Prohibition on certain telecommunication and video surveillance services or equipment (Effective 8/13/2020)), shall be prohibited from obligating or expending loan or grant funds to (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. This prohibition applies even if the contract is not intended to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services. As described in section 889 of the 2019 National Defense Authorization Act, covered telecommunications equipment or services includes: Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(a) Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:

(i) Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
(ii) Procure or obtain, extend or renew a contract to procure or obtain;
(iii) Enter into a contract (or extend or renew a contract) to procure; or
(iv) Obtain the equipment, services, or systems.

c. Cost or Price Analysis:

(1) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(2) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

d. Awarding of Agreement/Contract

(1) Prior to an award of a contract, the City/Contractor shall make a determination that the Contractor/Subcontractor has demonstrated effectiveness in providing the requested services. Agreements/Contracts shall be made only with responsible Contractors/Subcontractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. The selected proposer must be a responsive entity that has submitted a proposal or bid which meets all requirements of the solicitation adequately, which includes responding to the Request for Proposal (RFP)/Request of Qualification (RFQ) within the required time frames, and completing all forms and documents. A responsible entity is one that has been determined to: 1) have a satisfactory record of integrity and business ethics; 2) have a satisfactory performance record; 3) have adequate financial resources to perform the contract or the ability to obtain such resources; 4) be able to comply with the required or proposed delivery of performance schedule, taking into consideration all existing commercial and business commitments; 5) have the needed organization, experience, accounting, operational control and technical skills or ability to obtain them; 6) have adequate production, construction or technical equipment and needed facilities or the ability to obtain them; 7) be able to meet the program design specifications; 8) be able to meet performance goals which includes a showing of demonstrated effectiveness in providing employment and training services; 9) be able to provide services that can lead to the achievement of competency standards for participants; and 10) be both qualified and eligible to receive the award under the applicable law and regulation. Contractor/Subcontractor shall make the award(s) and finalize the contract(s). Contractor/Subcontractor shall follow established procedures for formal notification of offerors of the results of the evaluations and selected process.

(2) The City/Contractor and its contractors/subcontractors shall make positive efforts to utilize small business and minority-owned business as sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts to be performed utilizing Federal grant funds. If applicable, Contractor/Subcontractor certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than $100,000.

(3) Where such advertised bids are obtained, the awards shall be made to the responsible bidder whose bid is responsive to the invitation and is most advantageous to the grantee, price and other factors considered. Factors such as discounts, transportation costs, and taxes may be considered in determining the lowest bid. No points shall be given for status as subcontractors or a contractor with an approved childcare policy within existing delivery systems. However, if a bid results in a tie score, preference may be given to the contractor or a subcontractors with an approved child care policy.

(4) Any or all bids may be rejected when it is in the City/Contractor's interest to do so, and such rejections are in accordance with applicable State and local law, rules, and regulations.

e. Funding Restrictions for High-Risk Contracts

(1) A contractor may be considered "high-risk" if an awarding agency determines that the contractor is otherwise responsible but:

(a) Has a history of unsatisfactory performance;

(b) Is not financially stable;

(c) Has a management system that does not meet the management standards set forth in this part; or

(d) Has not conformed to terms and conditions of a previously awarded grant or sub-grant.

(2) If the City/Contractor agency determines that a grant or sub-grant shall be made to a "high-risk" contractor or subcontractors, then special funding restrictions that address the "high-risk" status may be included in the contract or subcontract. Funding restrictions may include, but are not limited to:

(a) Use of reimbursements rather than advances or payment upon completion of the project;

(b) Requiring additional and/or more detailed financial or performance reports;

(c) Additional monitoring;

(d) Requiring the contractor or subcontractors to obtain specific technical or management assistance, and/or

(e) Establishing additional prior approvals (e.g., requiring awarding agency approval prior to hiring/firing, award of small purchase contracts).

(3) If the City/Contractor decides to impose such funding restrictions, the awarding official shall notify the contractor or subcontractors as early as possible, in writing, of:

(a) The nature of the funding restriction(s);

(b) The reason(s) for imposing them;

(c) The corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions;

(d) The method of requesting reconsideration of the restrictions imposed; and

(e) Additional prior approvals.

f. City Code of Conduct

All contractors shall adopt a Code of Conduct in accordance with the requirements as set forth in §504 of this Agreement.

g. Methods of Procurement

(1) Contractor shall use one (1) of the following methods of procurement either by bid or proposal, as appropriate for each procurement action, for entering into contracts with subcontractors. Contractors shall conduct procurement in a manner that provides full and open competition. Contractor shall perform a cost or price analysis in connection with every procurement action in excess of the small purchase procedures, including contract modifications to determine that the expenditure is reasonable. When any purchase is made, it can only be for an allowable cost. Invitations for bids shall clearly set forth all requirements that the bidder must fulfill in order for his bid to be evaluated by the grantee. Grievance process procedures shall be included in each of the following methods of advertised procurement. Specific requirements and procedures are set forth in 24 CFR §84.44, 2 CFR 200, Los Angeles City Charter §370-§372, and 2 CFR Chapter I, Chapter II, Part 200, et al., incorporated herein by reference.

(2) Prior to entering into any subcontract that has a value of One Thousand Dollars ($1,000) or more, the Contractor shall submit to the City evidence that it has received a minimum bid(s) for such subcontractors and documentation that justifies the selection of the successful bidder. The Contractor shall maintain records showing the parties solicited and the bids submitted.

(a) Micro Purchase Procedure: Micro purchases are made from vendors for goods or services under $10,000. No quotations or bids required, but an equitable distribution of purchases must be documented.

(b) Small Purchase Procedures: Small purchases are made from vendors for goods or services under $250,000. Following the procedures for small purchases shall constitute justification of the procurement method chosen. The bid must indicate the quantity, time frame and all other requirements of the product or service sought. Bids must be solicited from vendors that can reasonably be expected to provide the goods or services needed.

The requirements are:

Dollar Range of Purchase	Contract and Method
$10,001 to $250,000	3 written bids received**

**Three (3) bids must be received by Contractor. The bid process and bids received must be documented in writing in the file. The Request for Bid must either be provided in writing to the vendors, or transmitted as uniformly as possible over the telephone. To be considered, the bid response must be signed and dated by the vendor.

(c) Purchase/Services Over $250,000

Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

i. A complete, adequate, and realistic specification or purchase description is available;

ii. Two or more responsible bidders are willing and able to compete effectively for the business; and

iii. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

i. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

ii. The invitation for bids, which shall include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

iii. All bids shall be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

iv. A firm fixed price contract award shall be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts shall only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

v. Any or all bids may be rejected if there is a sound documented reason.

vi. Issue a Public Notification made through an announcement in a local public medium (e.g., newspaper) that covers the entire service area.

(d) Procurement by competitive proposals.

The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(ii) Proposals must be solicited from an adequate number of qualified sources;

(iii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(iv) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) Procurement by Noncompetitive Proposals

Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(i) The item is available only from a single source;

(ii) The public exigency or emergency for the requirement shall not permit a delay resulting from competitive solicitation;

(iii) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(iv) After solicitation of a number of sources, competition is determined inadequate.

(f) Contract Provisions

(i) All contracts must contain at a minimum the following provisions:

i. Specific deliverables and the basis for payment;

ii. Provisions requiring compliance with Community Development Block Grantors (CDBG) including, but not limited to other funding source regulations;

iii. Provisions that describe remedies for breach;

iv. Provisions that describe Grantors CDBG and other funding sources patent and copyright rules;

v. Provisions for termination for cause and convenience;

vi. Access to records for audit purposes;

vii. Audit requirements;

viii. Provisions for payment and delivery;

ix. Provisions describing contract amendment procedures;

x. Provisions against assignment;

xi. Provisions for equal opportunity and non-discrimination;

xii. Provisions prohibiting conflicts of interest.

(g) Competition

(i) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

i. Placing unreasonable requirements on firms in order for them to qualify to do business;

ii. Requiring unnecessary experience and excessive bonding;

iii. Noncompetitive pricing practices between firms or between affiliated companies;

iv. Noncompetitive contracts to consultants that are on retainer contracts;

v. Organizational conflicts of interest;

vi. Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and

vii. Any arbitrary action in the procurement process.

(ii) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(iii) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

i. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

ii. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

iii. The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(h) Appeal and Dispute Procedures

The City and its contractors shall have protest procedures to hand and resolve disputes relating to their procurement. A protester shall exhaust all administrative remedies with the contractor before pursuing a protest at a higher level. Notice of appeal rights and procedures must be given to all bidders

EXHIBIT J
PROFESSIONAL FEE SCHEDULE

(Attached)

HANDYWORKER PROGRAM
Specification for Fee Schedule (Revised November 2023)

ADMINISTRATIVE COSTS

1	Administrative Service Fee	A. $1000 – Minor repairs: homeowners B. $480 – Safety devices: renters

2	Lead Retest Sampling and Clearance	-$200 per retest

Reimburse City for the cost of subsequent lead clearance inspection and sampling following failure of initial test (deducted from total job cost).

3	Building Permit Fees (attach to invoices)	As quoted

Provide written receipts for all permit fees paid to Department of Building and Safety.

SAFETY & ACCESSIBILITY

4	Install Smoke Detector (Battery Operated)	$55 per installation

If applicable, remove non-operating existing battery operated smoke detector and dispose properly. Install a 10 year worry free lithium battery-powered smoke detector. Smoke detectors to be located in each sleeping room, outside each separate sleeping area in the immediate vicinity of the bedroom(s), and on each additional story of the dwelling, including basements, and habitable attics. Instruct homeowner on its use and worry free battery.

5	Install Carbon Monoxide (CO) Detector (Battery Operated)	$90 per installation

If applicable, remove non-operating existing battery operated carbon monoxide detector and dispose properly. Install a 10 year worry free lithium battery-powered carbon monoxide detector. Instruct homeowner on its use and battery replacement. Carbon monoxide detectors to be located outside of each separate sleeping area in the immediate vicinity of the bedroom(s), and on every level of a dwelling unit including basements. Instruct homeowner on its use and worry free battery.

6	Install Combined Smoke/CO Detector (Battery Operated)	$100 per installation

If applicable, remove non-operating existing battery operated smoke and carbon monoxide

combined detector, and dispose properly. Install a 10 year worry free lithium battery-powered smoke and carbon monoxide combined detector. Smoke detectors to be located in each sleeping room, outside of each separate sleeping area in the immediate vicinity of the bedroom(s), and on each additional story of the dwelling, including basements, and habitable attics. Carbon monoxide detectors to be located outside of each separate sleeping area in the immediate vicinity of the bedroom(s), and on every level of a dwelling unit including basements. Instruct homeowner on its use and worry free battery.

7	Replace Hard wired Smoke Detector, Carbon Monoxide or Combined with battery back up	$105 per replacement

Remove and dispose of existing non-working electrical smoke, carbon monoxide or combined detector. Provide and install new 120v photoelectric smoke, carbon monoxide or combined detector with power- on indicator at same location in full compliance with all applicable building codes. Unit to be UL approved and shall be of such quality to operate properly without false alarms under ordinary living conditions with exception of excessive smoke caused by cooking. Install according to manufacturer's recommendations, permanently hardwired into existing electrical supply. Repair all affected surfaces to match adjacent. Smoke detectors to be located in each sleeping room, outside of each separate sleeping area in the immediate vicinity of the bedroom(s), and on each additional story of the dwelling, including basements, and habitable attics. Carbon monoxide detectors to be located outside of each separate sleeping area in the immediate vicinity of the bedroom(s), and on every level of a dwelling unit including basements. All hard wired devices shall have a 10 year worry free lithium back up battery. Instruct homeowner on its use and worry free battery.

8	Install Grab Bar 12"-24"	$75 per installation

Provide and install new 12" to 24" grab bar. Heavy duty, welded, ADA approved stainless steel. Install as per manufacturer's specifications. Repair all affected surfaces to match adjacent finishes.

9	Install Grab Bar 36"-48"	$95 per installation

Provide and install new 36" to 48" grab bar. Heavy duty, welded, ADA approved stainless steel. Install as per manufacturer's specifications. Repair all affected surfaces to match adjacent finishes.

10	Install Shower/Bathtub Chair (Pre-Manufactured)	$95 each

Provide and install a new shower/bathtub chair per manufacturer's instructions. Must be of durable construction, with adjustable leg height, suction cup feet, drain holes on seat, arm rests, and weight capacity of 225-350 lbs. Comparable to "Medline Shower Chair Bath Seat with Padded Armrests and Back, Supports up to 350 lbs."

11	Install Exterior Wrought Iron Handrail to Code	$85 per linear foot

Remove deteriorated existing handrail (if applicable) and dispose properly. Provide and install non- decorative wrought iron railings. Railings are to be anchored into structural framing and/or mechanically anchored into concrete. Bottom rails of railings shall be approximately 4" to 6" above concrete. Balusters shall be 4" O.C. Posts to be placed a minimum of 42" and not more than 48" apart. All hardware must be galvanized. Handrails must be primed with rust inhibiting primer and painted with exterior semi-gloss enamel. Finish color to match adjacent surfaces or owner's choice. Repair all affected surfaces to match adjacent finishes. All finished rails must be plumb and level. **Permit is required if more than three steps.**

12	Install Wood Handrail (Exterior or Interior)	$45 per linear foot

Remove deteriorated existing handrail (if applicable) and dispose properly. Provide and install round wood handrail including 3 steel brackets secured to studs and rail. Height needs to be minimum 34"-38" or per code above top of tread line. Prime and finish. Exterior wood is to be termite and water resistant. Finish color to match adjacent surfaces or owner's choice. Repair all affected surfaces to match adjacent finishes. All finished rails must be plumb and level. **Permit is required if more than three steps.**

13	Install Wheelchair Ramp, Landing, Rails (Wood)	$180 per linear foot

Provide and submit plans for approval to LAHD Handyworker program for installation of new wheelchair ramp. Plans may be hand drawn but must be clear and include list of materials to be used. Plans should include 3' wide ramp with 1-inch rise per 1 foot of length. Provide a level 4' x 5' minimum landing. Provide pressure treated 4x4s secured at base and 2" x 6" pressured treated floor joists. Finish floor shall be minimum ¾" exterior grade plywood with skid-proof vinyl/rubber surface made for that purpose. Round inside handrail on both sides of ramp attached with brace brackets at minimum 4' intervals and finished with polyurethane varnish or equally durable finish. Posts to be placed a minimum of 42" and not more than 48" apart. All nails and bolts to be galvanized. Sand and prime all surfaces. Applicants may submit alternative specifications for consideration. Finish color to match adjacent surfaces or owner's choice.

14	Install Wheelchair Ramp, Landing, Rails (Metal)	$195 per linear foot

Provide and submit plans for approval to LAHD Handyworker program for installation of new wheelchair ramp. Plans may be hand-drawn but must be clear and include list of materials to be used. Plans should include 3' wide ramp with 1inch rise per 1 foot of length. Provide a level 4' x 5' minimum landing. Round inside handrail on both sides of ramp attached with brace brackets at 4' intervals. Posts to be placed a minimum of 42" and not more than 4'-0" apart. All nails and bolts to be galvanized. Prime handrails with metal rust inhibiting primer and paint with exterior semi- gloss enamel. Finish color to match adjacent surfaces or owner's choice.

15	Brace Water Heater (Per Code)	$95 per water heater

Provide and install a minimum 22-gauge X ¾" wide metal straps to new water heater. Water heater must be strapped in at least two locations, one being in the upper one third of the unit, and the other in the lower one third. The lower strap must be a minimum of 4" above the water heater control unit. Ensure the required clearance from the wall to the water heater is maintained as specified on the unit nameplate. Anchor with (4) lag screws not less than ¼" in diameter penetrating 1½" into the wall studs with a large flat washer on each screw.

16	A. Install Earthquake Gas Shutoff Valve 3/4" B. Install Earthquake Gas Shutoff Valve 1" C. Install Earthquake Gas Shutoff Valve 1 1/4" D. Install Earthquake Gas Shutoff Valve 1 1/2"	$505 per installation $545 per installation $585 per installation $625 per installation

Provide and install new earthquake gas shutoff valve. Brand name Little Firefighter, AGV-.75. L.A. City approved RR5349 or equal. Install valve on owner's side of gas meter. AGV-12 stabilizer bracket or equivalent must be installed. Bracing shall be included. All work to comply with local building codes. If larger size is needed, submit justification to LAHD for approval. **BUILDING PERMIT REQUIRED.**

17	Install Earthquake Gas Shutoff Valve Under House (maximum 2 hours)	$44 per hour

This item is for the labor/time it takes to install a valve under the home.

ELECTRICAL

18	Replace Doorbell	$75 per replacement

Remove existing non-operating doorbell and button and dispose off-site. Provide and install new doorbell button for front door location and two-note chime at existing location (wireless units are acceptable). Repair all affected surfaces to match adjacent finishes.

19	Replace Electrical Outlet or Light Switch	$35 per replacement

Remove existing non-operating electrical outlet or switch and dispose off-site. Provide and install new- grounded 120v outlet or switch. Install cover plate and include all fasteners. Cover plate to be straight and even with adjacent surfaces.

20	Install Ground Fault Circuit Interrupter (GFCI) Outlet	$90 per installation

Electrical must be a 3 wire grounded system. Remove existing electrical outlet and dispose off-site. Provide and install new GFCI outlet, include cover plate and all fasteners. Cover plate must be straight and even with adjacent surfaces. Install GFCI according to NEC and local Building and Safety code. GFCI should match all adjacent electrical trim finishes.

21	Replace Cover Plate for Electrical Outlet or Switch	$5.50 per replacement

Remove existing damaged cover plate for electrical outlet or switch and dispose off-site.

Provide and install new cover plate and include all fasteners. Cover plate to be straight and even with adjacent surfaces. Cover plates should match all adjacent electrical trim finishes.

22	Replace Light Fixture for Interior Ceiling	$80 per replacement

Remove existing non-operating light fixture from interior ceiling and dispose off-site. Provide and install new energy efficient light fixture per manufacturer's recommendations. Connect fixture to existing wiring that operates from switch. Owner shall choose fixture style from standard available list. Repair all affected surfaces to match adjacent finishes. All existing electrical must be code compliant in order for approval.

23	Replace Existing Ceiling Fan	$180 per replacement

Remove and dispose existing ceiling fan off-site. Verify junction box is suitable for ceiling fan application and can support weight of new fan. Replace with similar unit. New unit should connect to existing wiring. Patch and repair all affected areas. All existing electrical must be code compliant in order for approval.

24	Install Ceiling Fan Retrofit Junction Box	$145 per replacement

Remove existing non-compliant junction box from interior ceiling and properly dispose of. Provide and install new ceiling fan retrofit junction box with proper supported weight rating, per manufacturer's recommendations. Provide all necessary electrical materials needed. Repair all affected surfaces to reasonably match adjacent finishes. Contractor must submit photos of both the old box and the new box for documentation. Contractor is responsible for ensuring that all electrical work is code compliant and performed by qualified individuals. **Electrical Permit Required.**

25	Replace Light Fixture for Exterior (Energy Efficient, Sensor, or Security)	$120 per replacement

Remove existing non-operating light fixture from exterior and dispose off-site. Provide and install new energy efficient light fixture per manufacturer's recommendations. Connect fixture to existing wiring that operates from switch. Owner shall choose fixture style from standard available list. Repair all affected surfaces to match adjacent finishes. All existing electrical must be code compliant in order for approval

PLUMBING

26	Replace Water Line to Toilet (Angle - Stop to Tank)	$45 per line

Remove existing deteriorated parts and dispose off-site. Provide and install new supply line from source at wall, angle stops, and nipples when required in compliance with applicable building code.

27	Reset Toilet	$80 per toilet

Replace brass mounting bolts and reset existing toilet on new wax ring. Dispose of removed parts properly. Re-caulk and check for leaks. Repair affected surfaces to

match adjacent finish.

28	Replace Toilet Fill Valve Assembly	$85 per toilet

Remove defective fill valve assembly and dispose properly. Provide and install new unit of appropriate size and type. Adjust for proper operation.

29	Replace Toilet Seat	$55 per toilet

Remove existing deteriorated toilet seat and dispose properly. Provide and install new seat and hardware as per manufacturer's specifications.

30	Install Toilet Seat Riser (Disabled Access)	$85 per toilet

Install per manufacturer's instructions.

31	Replace/Install Disabled Access Toilet (Inoperable Only)	$440 per toilet

Remove non-operating toilet from site and dispose off-site. Provide and install new toilet designed for disabled access using new wax ring and brass mounting bolts, toilet seat, new supply line and caulk area to prevent water leakage. Comply with local water saving and all other code requirements. Repair affected surfaces to match adjacent finishes. **BUILDING PERMIT REQUIRED.**

32	Replace Standard Height Toilet (Inoperable Only)	$350 per toilet

Remove non-operating toilet from site and dispose off-site. Provide and install new standard height toilet using new wax ring and brass mounting bolts, toilet seat, new supply line and caulk area to prevent water leakage. Comply with local water saving and all other code requirements. Repair affected surfaces to match adjacent finishes. **BUILDING PERMIT REQUIRED.**

33	Replace Sink Trap Assembly for Bathroom or Kitchen	$90 per trap

Remove deteriorated trap from site and dispose properly. Provide and install new trap inclusive of all hookups, connections, associated hardware, including extension arm and slip joint, caulking, and cleanup.

34	Install Hand Held Shower Head	$85 per shower head

Provide and install a new hand held shower head per manufacturer's instructions. Properly dispose all old hardware.

35	Replace Bathroom Sink, Complete with Fixtures	$390 per sink

Remove existing sink with faucet and dispose of offsite. Provide and install new sink & faucet to match same size as the one removed. Install new Delta or Moen single lever

faucet mounted on sink. Provide and install new trap/drain and hot/cold water supply lines, inclusive of all hookups, connections, associated hardware, caulking and cleanup. All work to be in full compliance with applicable plumbing codes.

36	Replace Bathtub/Shower Control Stem (Stop Leaking)	$75 per stem

Remove existing deteriorated faucet from site and dispose properly. Provide and install new faucet stem. Includes handle, stem, washer and stem seat, connections, associated hardware, caulking and cleanup. Connect to new or existing hot and cold water supply lines. Repair affected surfaces to match adjacent finishes.

37	Repair Bathroom Faucet (Replace Washer)	$40 per valve

Repair faucet to eliminate leak. Remove deteriorated and provide and install new washer, stem and seat as necessary. Dispose of parts and debris properly.

38	Replace Bathroom Lavatory Faucet	$170 per replacement

Remove existing deteriorated faucet from site and dispose properly. Provide and install new faucet. Owner shall select style from standard available list. Includes handle, stem, washer and stem seat, connections, associated hardware, caulking and cleanup. Connect to new or existing hot and cold water supply lines. Repair affected surfaces to match adjacent finishes.

39	Replace Bathroom Faucet with Supply Lines	$200 per replacement

Remove existing bathroom faucet from site. Provide and install new Delta or Moen faucet, with new hot and cold supply lines, inclusive of all hookups, connections, associated hardware, caulking and cleanup. All work to be in full compliance with applicable plumbing codes.

40	Replace Caulking	$1.75 per linear foot

Remove and dispose of all deteriorated and broken caulking without damage to adjacent areas. Provide and install new continuous, finger-smooth latex water seal caulking to areas removed, free of divots and voids. Clean area removing all waste material.

41	Replace Caulking around Tub (Avg 15 lin ft)	$25 per tub

Remove and dispose of all deteriorated and broken caulking without damage to adjacent areas. Provide and install new continuous, finger-smooth latex water seal caulking to areas removed, free of divots and voids. Clean area removing all waste material.

42	Replace Garbage Disposal (1/3 HP)	$210 per replacement

Remove existing disposal from site. Provide and install new 1/3 HP Badger, insinkerator or equal garbage disposal with new sink drain (provided with new disposal). Reconnect to existing plumbing and electrical. All work to be in full compliance with applicable plumbing and electrical codes.

43	Replace Kitchen Faucet with Supply Lines	$280 per replacement

Remove existing deteriorated faucet from site and dispose properly. Provide and install new faucet to mount on sink. Owner shall select style from standard available list. Includes handle, stem, washer and seat, also includes hookups, connections, associated hardware, caulking and cleanup. Connect to new or existing hot and cold water supply lines. Repair affected surfaces to match adjacent finishes.

44	Replace Kitchen Sink	$485 per replacement

Remove existing sink from site. Provide and install new sink to match same size as the one removed. Re-install all existing trap, drain, hot and cold supply lines, and any connections, with associated hardware, caulking and cleanup. All work to be in full compliance with applicable plumbing code.

45	Replace Kitchen Sink and Faucet	$580 per replacement

Remove existing kitchen sink and faucet and dispose offsite. Provide and install new sink & faucet to match same size as the one removed. Install new Delta or Moen single lever faucet mounted on sink. Provide and install new trap, drain, hot and cold supply lines, and any connections, with associated hardware, caulking and cleanup. All work to be in full compliance with applicable plumbing codes.

46	Replace Outside Faucet (Hose Bib)	$48 per replacement

Remove existing deteriorated hose bib and dispose properly. Provide and install new brass hose bib including handle, stem, washer, seat, hookups, anti-siphon valve, connections, associated hardware, caulking, and cleanup. Connect to water supply line. Repair affected surfaces to match adjacent finishes. **Hose bib must be equipped with an anti-siphon valve.**

47	Install Water Heater Discharge Line (T&P Valve)	$150 per water heater

Extend existing water heater T&P valve drain to exterior in compliance with Building & Safety code using approved material for piping. Piping shall run in straight parallel lines (not obstructing any other items) and discharged toward ground or drain. Repair all affected areas to match adjacent surfaces.

48	Replace Water Heater (No Enclosure), 40 gal (Gas)	$1,625 per water heater

Remove existing non-operating water heater and dispose off-site. Provide and install new

water heater with new 40 gallon, gas fired, glass lined water heater by Rheem or approved equal. Include high limit cutoff, temperature and pressure relief valve with pipe discharge, all concealed piping, insulating wrap and venting. Install in finished metal enclosure with minimum 3" raised concrete pad and strap to structure. All work must comply with LADBS building code. **BUILDING PERMIT REQUIRED.**

49	Replace Water Heater Enclosure (Include Vent Pipe & Connections)	$345 per water heater

Remove existing water heater enclosure from site and properly dispose. Provide and install new galvanized water heater enclosure, sized correctly. Securely fasten to structure. Install according to manufacturer's instructions. Comparable to 24 in. Galvanized Steel Water Heater Enclosure. Seal all openings and penetrations around enclosure to protect from the elements.

50	Install Water Heater Expansion Tank	$165 per water heater

Install new water heater expansion tank when required by code and manufacturer's instructions. Tank shall be properly supported and sized to plumbing system. All work must comply with LADBS building code.

DOORS

51	Install Aluminum Screen Door (36" Door)	$265 per door

Remove existing deteriorated screen door and dispose properly. Provide and install new heavy-duty screen door, complete with standard screen door closer and latching hardware. Install door to open, close, and lock properly. Repair holes and dents in jamb and repair affected surfaces to match adjacent finishes. Door shall be plumb and square with existing door jamb threshold and frame.

52	Re-Screen Screen Door (36" Door)	$90 per door

Remove door from door frame. Remove deteriorated existing screen and dispose properly. Provide and install metallic insect wire screening to fit tightly at all edges. Reinstall door to open and close properly.

53	Install Security Door and Locks (36" Door)	$500 per door

Remove existing deteriorated security door and dispose properly. Provide and install new security wrought iron door built with heavy gauge security screen. Provide and install entrance and deadbolt locks to be single cylinder and shall not conflict with lock(s) on door. Install door to open, close and lock properly. Prime doors with metal inhibiting primer and finished as trim. Color to be selected by owner from standard available list. Door shall be plumb and square with existing door jamb threshold and frame.

54	Install Metal Door Threshold & Weather-Stripping (36" Door)	$98 per door

Remove the existing deteriorated door threshold and dispose properly. Provide and install a new metal threshold, properly anchored to the sub floor and sloped to drain. Refit the bottom of the door to the new door threshold with proper weather-stripping. Adjust doors to open, close and lock properly. Repair all affected surfaces to match adjacent finishes. For bid purposes, assume 36” door.

55	Install Exterior Door Weather-Stripping (36" Door)	$98 per door

Remove the existing deteriorated weather-stripping from door. Provide and install new pressure type weather-strip and door sweep on exterior doors. Adjust doors to open, close and lock properly. Repair all affected surfaces to match adjacent finishes.

56	Replace Exterior Door, Pre-Hung Assembly (36" x 80" Door)	$845 per door

Remove damaged exterior door and jamb and dispose off-site properly. Provide and install new door and jambs with pre-hung 1 ¾” door assembly. Owner shall select door style from standard available list. Door replacement includes new casings, stucco mold, threshold, weather-stripping, shoe, door sweep and entry and dead bolt locks. Shim and adjust to open, close and lock properly. Comply with lead safe work practices. Repair all affected surfaces to match adjacent finishes. Prime and paint the area to match adjacent surfaces or owner’s choice. Door shall be plumb and square with existing door jamb threshold and frame

57	Replace Exterior Door (36" x 80" Door)	$485 per door

Remove damaged existing exterior door and dispose properly. Provide and install new door. Owner shall select style from standard available list. Door replacement includes new threshold, shoe, weather- stripping, door sweep and entry and dead bolt locks. Trim to fit existing jamb. Shim and adjust to open, close and lock properly. Bid price based upon 36” x 80” door. Repair all affected surfaces to match adjacent finishes. Prime and paint door to match adjacent surfaces or owner’s choice. Door shall be plumb and square with existing door jamb threshold and frame

58	Replace Garage to Home fire door (20 minute fire rated)	$485 per door

Remove deteriorated existing door(s) and haul from site. Install one of the following acceptable doors: solid wood door no less than 1-3/8” thick, a steel door with a solid or honeycomb core no less than 1-3/8” thick, or a door with a 20-minute fire-rating. Owner shall select style from a standard available list. Trim to fit the existing jamb. Adjust to open and close properly with automatic self-closer. Repair affected surfaces to match adjacent finishes. Door installation should include new hinges and lever lockset if needed. Prime and paint the door area to reasonably match the adjacent surface. **Building Permit Required.**

59	Replace Sliding Glass Patio Door	$1,910 per door

Remove the existing sliding glass door and properly dispose of it off-site. Comply with lead safe work practices, making sure to control dust and possible contamination during the removal process. Provide and install new dual glazed vinyl, energy efficient, National Fenestration Rating Council (NFRC)compliant, clear tempered glass, sliding patio door with standard size retrofit frame in the same location and of equal size. Install all required weatherproof materials. If the structure has exterior siding finish, any siding cut for installation must be "toothed" back in with siding so that joints are staggered. Stucco finishes must be blended to match the existing finish. Caulk all junctions of the window and any new material added. Repair all interior and exterior finishes affected by door change to match adjacent finishes and paint all new material to match existing. Sliding door is to have an NFRC certified sticker, new sliding screen door, and locks. If the sliding door is a custom size, the contractor may submit supporting paperwork to justify any substantial cost difference. All price adjustments are subject to approval. **BUILDING PERMIT REQUIRED**

60	Adjust Existing Door (Includes Threshold Hinges and Paint Touch Up)	$90 per door

Adjust door to open, close, and lock properly. Trim any needed areas, top, bottom or sides for even reveal. Repair all affected surfaces to match adjacent finishes. Prime and paint door to match adjacent surfaces. Door shall be plumb and square with existing door jamb threshold and frame

61	Install Dead Bolt Lock	$88 per door

Remove damaged existing dead bolt lock from exterior door and dispose properly. Provide and install new keyed-alike deadbolt lock. Bolt to extend minimum 1” into keeper and securing screws extending a minimum of 1” into 2 x door framing (trimmer). All holes, cracks, divots to be repaired and repainted to a smooth, paint-ready finish. Repair all affected surfaces to match adjacent finish.

62	Install Entrance Lock	$88 per door

Remove damaged existing entrance lock from exterior door and dispose properly. Provide and install new entry lock. Bolt to extend into keeper and securing screws extending a minimum of 1” into 2 x door framing (trimmer). All holes, cracks, divots to be repaired and repainted to a smooth, paint-ready finish. Repair all affected surfaces to match adjacent finish.

63	Install Peephole	$40 per door

Provide all needed materials. Locate desired viewer position. The viewer position should be positioned at eye level. Drill 9/16”/14mm hole through the door. Unscrew door viewer. Place outer tube through door from inside to outside. Threaded tube fits through door from

outside to inside. Screw door viewer together; tighten with flat headed screwdriver inserted into small notches of the viewer facing inside. Repair affected surfaces to match adjacent finishes.

64	Install Self-Closing Hinges to Attached Garage	$90 per door

Provide and install a new Universal Hardware Heavy-Duty Aluminum Residential Closer. Designed for right and left-handed applications. Made for doors weighing between 88 and 144 lbs. with adjustable closing speed to prevent doors from slamming. Installed at standard top-jamb applications. Shall not hold door open. Closer shall be installed on fire rated door between existing dwelling and garage.

65	Replace Garage Door, 1 Car (8' x 7'), with Remote Opener (Attached Only)	$1,375 per door

Remove existing deteriorated garage door and dispose off-site. Provide and install new 4-5 section aluminum overhead garage door complete with stops and all bracing required for installation. Include any framing, trims, or adaption materials. Use medium grade aluminum door as manufactured General Doors Corporation or equal. Paint all new wood trim and the new aluminum doors with two coats of exterior paint to match the rest of the garage surfaces as close as possible.

66	Replace Garage Door, 2 Car, (16' x 7'), with Remote Opener (Attached Only)	$2,175 per door

Remove existing deteriorated garage door and dispose off-site. Provide and install new 4-5 section aluminum overhead garage door complete with stops and all bracing required for installation. Include any framing, trims, or adaption materials. Use medium grade aluminum door as manufactured by General Doors Corporation or equal. Paint all new wood trim and the new aluminum doors with two coats of exterior paint to match the balance of garage surfaces as close as possible.

67	Replace Garage Door, 1 Car (8' x 7'), without Remote Opener (Attached Only)	$1,100 per door

Remove existing deteriorated garage door and dispose off-site. Provide and install new 4-5 section aluminum overhead garage door complete with stops and all bracing required for installation. Include any framing, trims, or adaption materials. Use medium grade aluminum door as manufactured by General Doors Corporation or equal. Paint all new wood trim and the new aluminum doors with two coats of exterior paint to match the rest of the garage surfaces as close as possible.

68	Replace Garage Door, 2 Car, (16' x 7'), without Remote Opener (Attached Only)	$1,850 per door

Remove existing deteriorated garage door and dispose off-site. Provide and install new 4-5 section aluminum overhead garage door complete with stops and all bracing required for installation. Include any framing, trims, or adaption materials. Use medium grade aluminum door as manufactured by General Doors Corporation or equal. Paint all new wood trim and the new aluminum doors with two coats of exterior paint to match the balance of garage surfaces as close as possible.

69	Install Shower Door/Tub Enclosure	$520 per door

Remove existing unit and dispose offsite. Provide and install new shower doors or bath enclosure. Should use aluminum side frames that are secured to walls and sealed with continuous finger smooth silicone caulk. Doors to be tempered glass with side hinged to open out. Bottom to have water guard to prevent leaking.

70	Replace Interior Door (Pre-Hung Assembly)	$425 per door

Remove deteriorated existing interior door and jamb and dispose off-site. Provide and install new paint grade 1 3/8" hollow core door and jambs with pre-hung 1 ¾" door assembly. Owner shall select style from standard available list. Trim to fit existing opening. Adjust to open and close properly. Comply with Lead Safe Work Practices. Obtain required permit. Repair affected surfaces to match adjacent finishes. Door installation is to include new hinges and lever lockset. Prime and paint the area to match adjacent surface. Door shall be plumb and square with existing door jamb threshold and frame.

71	Replace Interior Door	$230 per door

Remove deteriorated existing door(s) and haul from site. Provide and install new paint grade 1 3/8" hollow core door. Owner shall select style from standard available list. Trim to fit existing jamb. Adjust to open and close properly. Repair affected surfaces to match adjacent finishes. Door installation is to include new hinges and lever lockset. Prime and paint the area to match the adjacent surface.

72	Install Interior Privacy Lock	$60 per door

Remove deteriorated existing interior door privacy latch lock. Provide and install new privacy latch, including new keeper on jamb. Fill in and repair any unused holes in jamb and door. Holes larger than
½" wide or long must be filled with wood insert. Repair affected surfaces to match adjacent finishes.

73	Install Interior Passage Lock	$42 per door

Remove existing deteriorated interior door passage lock. Provide and install new passage lock, including new keeper on jamb. Fill in and repair any unused holes in jamb and door. Holes larger than ½" wide or long must be filled with wood insert. Repair affected surfaces

to match adjacent finishes.

WINDOWS

74	Install Quick Release for Window Security Bars (4' x 3' Window)	$320 per window

Provide all needed materials. All work to comply with local building code. Install lock bullets and hinges. Take care to center & level guard on opening. Install guard (hinge side) on center of 2x4 stud and secure hinges with lag screws. To close and level guard center bullets on 2'x4' stud and mark. Important: Drill 7/16" hole straight thru wall at 5/8" vertical offset above or below bullet mark. To insure proper release operation, an accurate alignment between lock body and lock bullet must be made. Angle-drill half way into 2"x4" stud inside wall a 7/16" hole and round off bottom. Install lock bodies on bullets and feed cables thru wall. Seal around lock body hole and mount lock bodies with lag screws at exterior wall. Caution, do not kink cables. Important: Use long cable for upper latch, and short cable for lower latch. Mount cable clamp stand-off on interior wall in the same stud used by lock bodies. Use only one lag screw at this time. The bottom of cable clamp to be approx. 6" above floor. Install aluminum covers with screws and hold cables next to stand-off and mark with file. Mark cable shields approximately ¼" below stand-off. Cut cable shield only (be careful not to damage cable). Use file edge to cut shield coil, remove excess shield. Fasten with cable clamp; caution, do not pinch cables. Remove slack from cables and cut cables equally approximately 4" beyond cable shield. Feed cables through holes at the top of pedal and under clamp on backside. To assemble hinge insert offset bracket into slot of pedal and mount to standoff with lag screw. Raise pedal to highest position and tighten hex nut on back of pedal. Test the release mechanism several times to insure proper operation. The guard should spring free of opening upon actuation, and close easily. Do not slam guard to close. Repair all affected surfaces to match adjacent finishes. **BUILDING PERMIT REQUIRED.**

75	Re-screen Window Screen	$4.50 per square foot

Remove deteriorated existing window screen from window screen frame and dispose properly. Provide and install new metallic insect wire to fit screen frame tightly at all edges. Reinstall window screen to fit tightly in window. Provide and install all required securing devices to hold screens in place (not nails).

76	Install Window Screen Frame	$20 per window

Remove damaged or non-fitting frame for window screen and dispose properly. Provide and install new aluminum frame of proper size to fit window.

77	Re-Glaze Window	$125 per window

Remove old putty and re-glaze. Any bare wood or metal is to be primed before glazing. Glazing putty is to be straight, neat and height of glazing at glass to match interior glazing height. Paint to match. Clean glass after painting.

78	Replace Window Pane	$25 per square foot

Remove existing broken or missing glass. Provide and install new properly sized, proper strength glass. Glaze with oil-based putty. Any wood or metal is to be primed before glazing. Glazing putty is to be straight, neat and height of glazing at glass to match interior glazing height. Paint to match. Clean entire glass windowpane after painting.

79	Replace Sash Cord- Wood Window (Assume 4' x 4')	$115 per window

Remove defective sash cord and dispose off-site. Provide and install new sash cords for both upper and lower sash and make windows easily operable to open, close and lock. Make old sash lock operable or install new sash lock. Use Samson Spot sash cord (or approved equal). Repair and touchup all affected areas to match adjacent surfaces.

80	Replace Double Hung Wood Sash Window (When Historical Home Applies)	$1,150 per window

Carefully remove the existing deteriorated wood sash window and dispose off-site, making sure to control dust from removal process. Provide and install new double hung wood sash window, includes latch. In siding installation cut straight cuts around window to remove old window. Install 4 mil visquien or impregnated felt wrap around each opening extending from inside wall surface to a minimum of 2" under existing exterior finish. If structure has exterior siding finish, any siding cut for installation must be "toothed" back in with siding so joints are staggered. Stucco finishes to be blended to match existing. Caulk all junctions of window and any new material added. Measure and verify all sizes before ordering windows. Repair all interior and exterior finishes affected by window change to match adjacent finishes and paint all new material to match existing. Remove debris and glass from site immediately. Ensure proper operation to open, close and lock. Secure in a weather-tight manner. Comply with lead safe work practices. **BUILDING PERMIT REQUIRED.**

81	Replace Window with Double-Paned Vinyl	$35 per square feet

Remove existing window and dispose off-site, making sure to control dust from removal process. Provide and install new retrofit energy efficient double-paned vinyl window, in same location and of equal size. Install all required weather proof materials. If structure has exterior siding finish, any siding cut for installation must be "toothed" back in with siding so joints are staggered. Stucco finishes to be blended to match existing. Caulk all junctions of window and any new material added. Repair all interior and exterior finishes affected by window change to match adjacent finishes and paint all new material to match existing. Window to have NFRC certified sticker, new window screen, and locks. Comply with lead safe work practices. **BUILDING PERMIT REQUIRED.**

82	Replace Window with Double-Paned Aluminum	$35 per square feet

Remove existing window and dispose off-site, making sure to control dust from removal

process. Provide and install new retrofit energy efficient double-paned aluminum window, in same location and of equal size. Install all required weather proof materials. If structure has exterior siding finish, any siding cut for installation must be "toothed" back in with siding so joints are staggered. Stucco finishes to be blended to match existing. Caulk all junctions of window and any new material added. Repair all interior and exterior finishes affected by window change to match adjacent finishes and paint all new material to match existing. Window to have NFRC certified sticker, new window screen, and locks. Comply with lead safe work practices. **BUILDING PERMIT REQUIRED.**

OTHER INTERIOR REPAIRS

83	Replace Vinyl Tile Flooring	$7.00 per square foot

Remove existing deteriorated floor tiles and haul from site. Clean and prepare surface. Provide and install new 12”x 12” vinyl composite tiles (peel and stick tiles are not acceptable). Use waterproof adhesive. Clean up all excess adhesive. Owner shall choose color and pattern from standard available list.

84	Install Floor Underlayment Vinyl//Tile	$10 per square foot

Remove existing damaged floor covering and haul from site. Provide and install new underlayment minimum 3/8” above sub-floor. Use Sureply or a comparable tri ply underlayment specialty panel board for vinyl flooring. Use cement board for ceramic tile. Attach material to existing sub floor with screws and use adhesive glue as needed. provide proper expansion gaps and seam filler.

85	Replace Ceramic Tile Floor	$20 per square foot

Remove existing damaged ceramic tiles from floor, wall or countertop, and dispose properly. Prepare surface properly with cement base. Provide and install new tiles and water-resistant grout for full coverage of areas affected. Owner shall choose color and pattern of tile from standard available list to match existing as close as possible. Repair affected surfaces to match adjacent finishes. Apply sealer to all repaired grout lines and porous type tiles.

86	Re-Grout Ceramic Tile	$8 per square foot

Remove damaged or deteriorated grout. Provide and install new grout, clean existing ceramic tile areas with non-abrasive, non-acidic solution. Re-caulk or reseal. Repair affected surfaces to match adjacent finishes. Apply sealer to all repaired grout lines.

87	Replace Counter Top (Tile)	$48 per square foot

Remove existing damaged counter top and haul from site. Remove existing sink as needed. Prepare, provide and install new tiles and water resistant grout for full coverage of areas removed. Tile to match existing as close as possible. Properly secure top to base cabinets. Reinstall sink. Apply sealer to all repaired or replaced grout lines and porous type

tiles.

88	Replace Indoor Carpeting	$30 per square yard

Remove and properly dispose of existing damaged carpet. Provide and install FHA approved Nylon/Olefin blend cut pile weave carpet. Install over a matched ½" medium density rebound pad with a minimum of seams. Carpet and padding must meet the Carpet and Rug Institute's Green Label Certification. Stretch carpet to eliminate puckers, scallops and ripples. Include tacking strips, metal edge strips and mending tape to cover entire floor including closets.

89	Wood Base Molding	$6.50 per linear foot

Provide and install matching type baseboard molding around perimeter of room. Moldings to be coped on inside corners and mitered on outside corners. Set all nails below the surface of the molding and fill holes with wood filler. Fill any existing gaps with wood filler. Molding must be tight to wall upon completion. All Carpentry work must be plumb, level and square. All edges must be sanded and free of any splintering or rough cuts.

BUILDING EXTERIOR

90	Replace Porch Floor Boards (T&G)	$28 per square foot

Demolish and remove damaged porch floor, including existing wood/plywood down to joists, and any deteriorated floor joists, and dispose of properly. Provide and install new matching porch floor decking including any needed floor joists and moldings. Use all galvanized nails or screws for installation. Comply with Lead Safe Work Practices. Prime with appropriate primer and apply two coats of latex deck enamel. Apply water resistant seal. Finish color to match adjacent surfaces or owner's choice from standard available list. Clean site disposing of all waste material and debris. All Carpentry work must be plumb, level and square. All edges must be sanded and free of any splintering or rough cuts.

91	Replace Wood Steps	$135 per step

Demolish and remove deteriorated steps and dispose of properly off-site. Provide and install new steps, treads and stringers. Build all riser heights; tread depths and stringers according to building code. Comply with lead safe work practices. Prime and paint the steps with appropriate primers and full coverage vinyl latex deck enamel. Apply water resistant seal. Finish color to match adjacent surfaces or owner's choice from standard available list. Clean site disposing of all waste materials and debris. All Carpentry work must be plumb, level and square. All edges must be sanded and free of any splintering or rough cuts. **Permit is required if rebuilding more than three steps per location.**

92	Replace Wood Siding	$17 per square foot

Remove deteriorated existing wood siding from house and dispose properly. Provide and install new redwood shiplap siding in exact same dimensions. Comply with lead safe work

practices. Prime and paint the area to match existing area as close as possible. All Carpentry work must be plumb, level and square. All edges must be sanded and free of any splintering or rough cuts.

93	Replace Wood Fascia and/or Trim	$12 per linear foot

Remove deteriorated existing fascia or trim from house and dispose properly. Provide and install new fascia or trim in exact same dimensions. Comply with lead safe work practices. Prime and paint the area to match existing area as close as possible. All Carpentry work must be plumb, level and square. All edges must be sanded and free of any splintering or rough cuts.

94	Patch Stucco	$13 per square foot

Provide all needed materials. Remove all loose stucco material and dispose properly. Vee out and patch cracks, holes and any damaged, loose, and deformed stucco using stucco mix. Repair larger areas with “K-lath”, scratch and brown. Finish surface to match adjacent texture. Protect all adjacent surfaces and properties, including soil and landscaping. Comply with lead safe work practices. Clean site properly disposing of waste materials and debris.

95	Replace Foundation Vent or Attic Vent (Assume 18" x 24")	$28 per vent

Remove existing deteriorated foundation vent or attic vent, including mesh screening and frame. Provide and install new minimum ¼” galvanized steel mesh screening and frame sized to fit opening. Raw edges of wire to be concealed. Re-install to fit opening. Ensure tight fit at all edges. Frame to be painted to match existing trim. Or install new retrofit vent to fit opening. Repair and touch up the affected areas to match existing surfaces. All areas that contain a water main, gas meter or other serviceable equipment shall be provided with a hinged latch-able access door.

96	Replace Crawl Space Access Door (18" x 24")	$55 per door

Remove existing deteriorated crawl space cover door, including mesh screening and frame. Provide and install new minimum ¼” galvanized steel mesh screening and frame sized to fit opening. Raw edges of wire to be concealed. Re-install to fit opening. Ensure tight fit at all edges. Install hinges and latch on access doors. Frame to be painted to match existing trim. Or install new retrofit crawl space cover to fit opening. Repair and touch up affected areas to match existing surfaces. All areas that contain a water main, gas meter or other serviceable equipment shall be provided with a hinged latch-able access door.

97	Replace Rain Gutters (3" Metal)	$14 per linear foot

Remove existing deteriorated downspout/gutter and dispose properly. Provide and install new galvanized steel downspout/gutter of same type. Secure to structure using manufacturer’s installation instructions with straps and approved fasteners or screws of

sufficient length to penetrate wood for 2/3" length of screw. Prime and paint the area to match existing trim or owner's choice of color from standard available list.

OTHER EXTERIOR REPAIRS

98	Replace Wood Fencing	$55 per linear foot

Remove existing deteriorated fencing and dispose off-site. Provide and install 6'-0" high redwood stockade fence in a straight line, top to be level, bottom to match grade to the extent possible. Fence to have round galvanized posts, or 4" X 4" posts, spaced accordingly, set in concrete. Install top and bottom rails to be 2"x 4" on edge between posts. Plumb posts and level rails. Use galvanized nails or screws on all construction. Stain and seal in owner's choice of color from standard available list. Install new fence in exact same location as existing.

99	Replace Wood Gate	$440 per gate

Remove existing deteriorated gate from site and dispose properly. Provide and install new 6'x 42" redwood gate set between two 4"x 4" posts set in concrete. Plumb post and level rails. Use galvanized nails or screws on all construction. Include latch and lock. Stain and seal in owner's choice of color from standard available list.

100	Replace Outdoor Carpeting	$20 per square yard

Remove existing deteriorated outdoor carpeting and dispose off-site. Provide and install new carpet on exterior porch and stairs. Color to be owner's choice from standard available list.

101	Replace Broken Concrete	$18.50 per square foot

Remove and replace damaged sections of concrete. Properly grade and form area for installation of new concrete. Pour new concrete minimum 2500 psi and finish to match existing concrete as close as possible. Dispose of damaged sections of concrete in the proper manner.

EXTERIOR PAINTING

102	Paint Exterior	$2.55 per square foot

Provide all needed materials. Prepare, prime and paint surfaces, which may include mobile home, wood house, wood garage, stucco house, stucco garage, wood trim, windows, doors, overhangs, eaves, decks, fences, porch floors, steps, rails, block walls, security bars, security doors, awnings, walkways, driveways, and other exterior areas of home. Remove loose/flaking paint – old paint will not all be completely removed. Protect all openings from water entry. Clean all surfaces with TSP or other approved cleaners. Secure any loose trim and caulk/patch cracks and holes. Remove all unused attachments (screws, nails, etc). Neatly caulk all intersections of siding with windows and doors and other

dissimilar materials, siding horizontal joints are not to be caulked. Comply with lead safe work practices. Prime and paint using premium paint appropriate to the surface. Apply in accordance with paint manufacturer's written instructions. If spray equipment used, application surfaces to be back brushed (mobile home). Do not allow paint on sliding track areas. Use linseed oil on any bare wood track surfaces. Owner will select colors (no more than 2) from standard available list. Protect all adjacent surfaces and properties, including soil and landscaping, at all times from overspray, drips, old paint debris and other painting materials. Check to ensure windows and doors operate properly after painting. Clean site properly disposing of waste materials and debris.

INTERIOR PAINTING & WALL REPAIRS
(ALL INTERIOR PAINT MUST CONTAIN LOW VOLATILE ORGANIC COMPOUNDS)

103	Paint Wall	$100 per wall

Provide all needed materials. Patch and prepare all applicable surfaces by cleaning, remove loose/flaking paint from all walls, ceiling and trim, removing excess extending nails/screws, and filling holes and depressions in all walls, ceiling and trim. Floors and furnishings to be protected, dust controlled, and furniture moved if necessary. Comply with lead safe work practices. Painted hardware, where it is to be repainted, is acceptable. Prime and paint all walls and ceiling using premium flat or eggshell latex paint, or semi-gloss in kitchens and bathrooms. Prime and paint trim using premium semi- gloss. Owner may select colors from standard available list. Clean site properly disposing of waste materials and debris. Rate assumes no closets or doors, that defective paint (if any) does not exceed two square feet.

104	Paint Room (Approximately 12' x 12')	$385 per room

Provide all needed materials. Patch and prepare all applicable surfaces by cleaning, remove loose/flaking paint from all walls, ceiling and trim, removing excess extending nails/screws, and filling holes and depressions in all walls, ceiling and trim. Floors and furnishings to be protected, dust controlled, and furniture moved if necessary. Comply with lead safe work practices. Painted hardware, where it is to be repainted, is acceptable. Prime and paint all walls and ceiling using premium flat or eggshell latex paint, or semi-gloss in kitchens and bathrooms. Prime and paint trim using premium semi- gloss. Owner may select colors from standard available list. Clean site properly disposing of waste materials and debris. Rate assumes no closets or doors, that defective paint (if any) does not exceed two square feet.

105	Paint Closet (2' x 7')	$185 per closet

Provide all needed materials. Patch and prepare all applicable surfaces by cleaning, removing loose/flaking paint on all walls, ceiling and trim, removing of unneeded extending nails/screws, and filling holes and depressions in walls and trim. Floors and furnishings to be protected and dust controlled. Comply with lead safe work practices. Painted hardware, where it is to be repainted, is acceptable. Prime and paint walls and ceiling using premium flat or eggshell latex paint. Prime and paint trim using premium semi-gloss. Color to be

chosen by owner from standard available list. Site is to be left clean with proper disposal of waste materials and debris. Bid rate assumes defective paint (if any) does not exceed two square feet.

106	Paint Ceiling	$165.00 per ceiling

Provide all needed materials. Patch and prepare by cleaning, removing loose/flaking paint, removing of unneeded extending nails/screws, and filing holes and depressions on ceiling surface. Floors and furnishings to be protected, dust controlled, and furniture moved if necessary. Comply with lead safe work practices. Prime and paint using premium flat or eggshell latex paint, and using eggshell or semi- gloss in kitchens and bathrooms. Color to be chosen by owner from standard available list. Clean site properly disposing of waste materials and debris. Rate applies when defective paint (if any) does not exceed two square feet.

107	Paint Door (3' X 7')	$100 per door

Provide all needed materials. Patch and prepare all applicable surfaces by cleaning, removing loose/flaking paint on door and trim, removing of unneeded extending nails/screws and filling holes and depressions. Floors and furnishings to be protected and dust controlled. Comply with lead safe work practices. Painted hardware, where it is to be repainted, is acceptable. Prime and paint both sides of door and trim using semi-gloss paint. Color to be chosen by owner from standard available list. Clean site properly disposing of waste materials and debris.

108	Patch Plaster	$20 per square foot

Provide all needed materials. Remove loose plaster and/or secure loose slabs to lath and framing using appropriate screws and washers. Fill deep voids with two coats of plaster patch. Smooth and finish area to match adjacent surfaces. Protect surrounding areas as necessary. Comply with lead safe work practices. Clean site properly disposing of waste materials and debris.

109	Replace Drywall (5/8")	$10 per square foot

Cut out and remove all damaged areas and dispose properly. Provide and install new drywall. Attach to the framing with approved fasteners, flush to adjacent wall surfaces. All outside corners receive metal corner beads, joints to occur at supports, tape and finish joints and fastener heads. Finish area to match adjacent surfaces. Protect surrounding areas as necessary. Comply with lead safe work practices. Clean site properly disposing of waste materials and debris.

NON-SCHEDULED REPAIRS

110	Miscellaneous Labor Rate	$38 per hour

Hourly rate for work performed not listed on the Fee Schedule shall be $38.00 per hour. In order for approval a detailed breakdown of all non-Fee Schedule related work must be

included with any Application or Change Order submitted. This will justify all miscellaneous billable hours.

111	Miscellaneous Electrical Repair Rate	$44 per hour

Perform minor electrical repairs that are not listed in the Fee Schedule, but needed in order to make an installation code compliant or to restore functionality of an existing electrical system. **Electrical permit is required**. Some repairs may include, but are not limited to, repairing damaged wiring, minor troubleshooting, relocation of a junction box, and installing weatherproof raintight materials for existing outdoor devices. Repair all affected surfaces to reasonably match adjacent finishes. Submit a breakdown of hours needed for each repair if more than one repair is needed. Contractors are responsible for ensuring electrical work is **code compliant and performed by qualified individuals.**

112	Miscellaneous Plumbing Repair Rate	$44 per hour

Perform minor plumbing related repairs that are not listed in the Fee Schedule, but required in order to make an installation code compliant and safe. Some examples of repairs not listed on fee schedule include, but are not limited to repairing leaky pipes, relocation of a fixture, unclog drain, and replacement of a leaky or frozen valve. Submit a breakdown of hours needed for each repair if more than one repair is needed. Repair all affected surfaces to reasonably match adjacent finishes. Contractor is responsible for **determining if a building permit is required** and that all **work is code compliant** and performed by **qualified individuals.**

113	Miscellaneous Carpentry Repair Rate	$44 per hour

Perform carpentry repairs that are not listed in the Fee Schedule but are required in order to make an installation code compliant or to repair the integrity of the existing structure. Some repairs may include, but are not limited to, replacing deteriorated wood that is essential for the integrity to any part of the home, replacing floor joists, repairing support beams, framing or any other skilled carpentry tasks. Submit a breakdown of hours needed for each repair if more than one repair is needed. Repair all affected surfaces to reasonably match adjacent finishes. **Contractor is responsible for determining if a building permit is required** and ensuring that all carpentry work is **code compliant** and performed by a **qualified individual**.

114	Debris Removal	$320 per hour

Removal of debris from client home. This does not include removal of items related directly to any of the planned repairs that were performed. All trash and debris will be removed from the affected area and swept clean. Contractor is responsible for ensuring that no toxic materials and similar items are improperly or illegally disposed of.

NOTE:

For cost of labor and materials not listed in this Fee Schedule, contractor shall either a) submit 3 quotes for approval prior to performance of repair services or b) provide written receipts for materials purchased after completion of service including cost of labor. The quotations and receipts will be reviewed by LAHD for reasonable and fair cost before payment is approved. At no time shall construction costs exceed industry standards. Acceptable resources are most current official publications of contractors' pricing guides. **Overhead and Profit will be paid at a maximum rate of 10% + 10% for a total of 20% on all approved quotes.**

It is the Contractor's responsibility to ensure that all work is performed in accordance with the

Los Angeles Department of building and Safety and follow all applicable building codes. Building Permits that are required and not listed in the Fee Schedule must be obtained by the Contractor. Failure to obtain required permits will result in non-payment of work performed until all permits are obtained and signed off as completed.

PROFESSIONAL SERVICES AGREEMENT

Contractor: EMSL Analytical, Inc. dba LA Testing

Title: Lead Laboratory Testing

Said Agreement is Number _____ of City Contracts

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AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
EMSL ANALYTICAL, INC. DBA LA TESTING

THIS AGREEMENT is made and entered into by and between the City of Los Angeles ("City"), a municipal corporation, and EMSL Analytical, Inc. dba LA Testing ("Contractor"), a New Jersey for profit corporation.

W I T N E S S E T H

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

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

WHEREAS, the project which is the subject of this agreement, hereinafter called the "Agreement," has been established by the City as one of the above-described programs, and has been funded in the LAHD budget, with eligible administered funds, which has been approved by the Los Angeles City Council and the Mayor; and

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

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

WHEREAS, on April 28, 2025, the City released a Request for Proposals (RFP) to select a contractor to provide Lead Laboratory Testing services (hereinafter, the "Services"), with no proposals being received, and upon additional outreach and consideration, the City awarded a sole source contract to the Contractor; and

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number ##-#### approved by City Council on Month Day, 2025 and concurred by the Mayor on Month Day, 2025) which authorizes the General Manager of LAHD to prepare and execute the Agreement.

[Remainder of page left intentionally blank]

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

I. INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

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

B. The Contractor, known as EMSL Analytical Inc., dba LA Testing, a New Jersey for profit corporation, having its principal office at 200 Route 130 North, Cinnaminson, New Jersey 08077.

§102. Representatives of the Parties and Service of Notices

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

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

   Tiena Johnson Hall, General Manager
   Los Angeles Housing Department
   1910 West Sunset Blvd, 3rd Floor
   Los Angeles, CA 90026

   With copies to:
   Yaneli Ruiz, Director – Housing Development Bureau, Handyworker Program
   Los Angeles Housing Department
   1910 West Sunset Blvd, 3rd Floor
   Los Angeles, CA 90026

2. The representative of the Contractor shall be:

   Ronald Smith, Senior Vice President of Sales
   EMSL Analytical, Inc. dba LA Testing
   200 Route 130 North
   Cinnaminson, NJ 08077
   rsmith@emsl.com or contracts@emsl.com
   (856) 858-4800

B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or

certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

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

§103. Conditions Precedent to Execution of This Agreement

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

A. Proof of insurance in accordance with §423 of this Agreement and as detailed in Exhibit A which is made a part hereof.

B. Certification of Compliance with the City's Living Wage Ordinance Service Contractor Worker Retention and Living Wage Policy in accordance with §428 of this Agreement attached hereto as Exhibit B which is made a part hereof.

C. Certification of Compliance with the City's Slavery Disclosure Ordinance in accordance with §433 of this Agreement, First Source Hiring Ordinance in accordance with §434 of this Agreement, Local Business Preference Ordinance in accordance with §435 of this Agreement, and Disclosure of Border Wall Contracting Ordinance in accordance with §446 of this Agreement, all of which are available on the City of Los Angeles' Regional Alliance Marketplace for Procurement ("RAMP") at www.rampla.org, prior to award of a City contract.

D. Contractor was provided with a copy of LAHD Directive Number FY12-0001 in accordance with §445.B.1. of this Agreement and agrees to abide therewith.

II. TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on January 1, 2026 and end September 30, 2026, with the option to renew for up to two (2) additional one-year terms. Said term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the documents identified in §103 above, and the insurance requirements as forth below in this Agreement.

§202. Services to be Provided by the Contractor

The Contractor shall provide contractual services which are supported by the work task schedule identified in this section. All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to §301.

A. Contractor shall provide a laboratory analysis report of lead contents in various types

of samples including:

1. Dust wipes using both Flame-Atomic Absorption Spectroscopy (Flame-AA) and Inductively Coupled Plasma (ICP) methods.

2. Other lead related services, as needed.

Lab results will be sent to lahd-handyworker@lacity.org unless otherwise specified.

III. PAYMENT

§301. Compensation and Method of Payment

A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed **Fifteen Thousand Dollars ($15,000**), according to Exhibit C – Professional Fee Schedule. The foregoing amount represents the total maximum compensation to be paid by the City to Contractor for services to be performed as designated by this Agreement. The Contractor understands and agrees that execution of this Agreement does not guarantee that any or all funds will be expended.

B. The Contractor shall submit monthly invoices to LAHD. Each monthly invoice shall: a) be submitted on the Contractor's letterhead; b) include the name, hours, rate of pay for all personnel to be paid; c) include evidence of the completed project; d) include supporting documentation for all approved purchases of equipment or supplies; and e) be accompanied by a statement detailing the work completed for the month. All expenses for travel must receive prior approval from the City and must be documented and will be paid only in conformance with City policies and procedures. Funds shall not be released until the City has approved the work received and is satisfied with the documentation included in the invoice.

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

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

E. Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided hereunder and shall warrant that any applicable discounts have been included in the costs to the City.

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

IV. STANDARD PROVISIONS

§401. 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 the 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.

§402. 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 the 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. The 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 the Contractor.

In any action arising out of this Contract, the 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.

§403. 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 the Contractor by the person or persons authorized to bind the 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 the City by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

§404. 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 §405 herein.

§405. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of §403.

§406. 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 the Contractor shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both the Contractor and Subcontractor, and without any fault or negligence of either of them. In such case, the 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 the Contractor to perform timely. As used in this Contract, the term “Subcontractor” means a subcontractor at any tier.

In the event the Contractor’s delay or failure to perform arises out of a Force Majeure Event, the 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.

§407. 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.

§408. Suspension

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

§409. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in §406, if the 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, the City may give the Contractor written notice of the default. The 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 the City. Additionally, the City's default notice may offer the Contractor an opportunity to provide the City with a plan to cure the default, which shall be submitted to the City within the time period allowed by the City. At the City's sole discretion, the City may accept or reject the Contractor's plan. If the default cannot be cured or if the Contractor fails to cure within the period allowed by the City, then the City may terminate this Contract due to the Contractor's breach of this Contract.

2. If the default under this Contract is due to the Contractor's failure to maintain the insurance required under this Contract, the 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 the Contractor's obligation to suspend performance of services. The Contractor shall not recommence performance until the Contractor is fully insured and in compliance with the City's requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against the Contractor, or if the Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this Contract.

4. If the Contractor engages in any dishonest conduct related to the performance or administration of this Contract or violates the City's laws, regulations or policies relating to lobbying, then the City may immediately terminate this Contract.

5. Acts of Moral Turpitude

    a. The Contractor shall immediately notify the City if the 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 the 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, the City may immediately terminate this Contract.

    c. If the Contractor or a Key Person is charged with or indicted for an Act of Moral Turpitude, the City may terminate this Contract after providing the Contractor an opportunity to present evidence of the 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 the Contractor.

6. In the event the City terminates this Contract as provided in this section, the City may procure, upon such terms and in the manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and the Contractor shall be liable to the 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 the 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 §409.A "Termination for Convenience".

8. The rights and remedies of the 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, the 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.

§410. Independent Contractor

The Contractor is an independent contractor and not an agent or employee of the City. The Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

§411. Contractor's Personnel

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

Contractor shall not use Subcontractors to assist in performance of this Contract without the prior written approval of the City. If the City permits the use of Subcontractors, the Contractor shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. The City has the right to approve the Contractor's Subcontractors, and the City reserves the right to request replacement of any Subcontractor. The City does not have any obligation to pay the Contractor's Subcontractors, and nothing herein creates any privity of contract between the City and any Subcontractor.

§412. Assignment and Delegation

The Contractor may not, unless it has first obtained the written permission of the 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.

§413. Permits

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

§414. Claims for Labor and Materials

The 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 City property (including reports, documents, and other tangible or intangible matter produced by the 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.

§415. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, the Contractor shall maintain valid Business Tax Registration Certificate(s) as required by the 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.

§416. Retention of Records, Audit, and Reports

The 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 the 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 the 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 the City's representatives at any time. The Contractor shall provide any reports requested by the City regarding performance of this Contract. Any subcontract entered into by the 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, the Contractor may, upon the City's written approval, submit the required information to the City in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

§417. Bonds

All bonds required by the 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.

§418. Indemnification

Except for the active negligence or willful misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in interest, the Contractor 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 the 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 the 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 the Contractor, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of the 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.

§419. Intellectual Property Indemnification

The 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 the 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 the Contractor, or its Subcontractors, in performing the work under this Contract; or (2) as a result of the City's actual or intended use of any Work Product (as defined in §421) furnished by the Contractor, or its Subcontractors, under this Contract. The rights and remedies of the 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.

§420. Intellectual Property Warranty

The 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.

§421. 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 the Contractor or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of the City for its use in any manner the City deems appropriate. The Contractor hereby assigns to the 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. The Contractor further agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

The 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 the City irreparable harm. The 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 the City from seeking or obtaining any other relief to which the City may be entitled.

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

The Contractor shall not provide or disclose any Work Product to any third party without prior written consent of the City.

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

§422. Data Protection

A. The 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"). The Contractor shall notify the City in writing as soon as reasonably feasible, and in any event within twenty-four hours, of the 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. The Contractor shall begin remediation immediately. The Contractor shall provide daily updates, or more frequently if required by the City, regarding findings and actions performed by the Contractor until the Data Breach or Security Incident has been effectively resolved to the City's satisfaction. The Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with the City. At the City's sole discretion, the City and its authorized agents shall have the right to lead or participate in the investigation. The Contractor shall cooperate fully with the City, its agents and law enforcement.

B. If the City is subject to liability for any Data Breach or Security Incident, then the Contractor shall fully indemnify and hold harmless the City and defend against any resulting actions.

§423. Insurance

During the term of this Contract and without limiting the Contractor's obligation to indemnify, hold harmless and defend the City, the 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 A hereto). The insurance must: (1) conform to the City's requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit A hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. The Contractor shall comply with all Insurance Contractual Requirements shown on Exhibit A hereto. Exhibit A is hereby incorporated by reference and made a part of this Contract.

§424. Best Terms

Throughout the term of this Contract, the Contractor, shall offer the City the best terms, prices, and discounts that are offered to any of the Contractor's customers for similar goods and services provided under this Contract.

§425. Warranty and Responsibility of Contractor

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

§426. 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. The Contractor shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Contract, the 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 the Contractor for work to be performed under this Contract must include an identical provision.

§427. Child Support Assignment Orders

The 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, the Contractor shall fully comply with all applicable State and Federal employment reporting requirements. Failure of the 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 the 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 the 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 the Contractor for work to be performed under this Contract must include an identical provision.

§428. Living Wage Ordinance

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

§429. Service Contractor Worker Retention Ordinance

The 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 the Contractor for work to be performed under this Contract must include an identical provision.

§430. Access and Accommodations

The Contractor represents and certifies that:

A. The 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. The 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. The 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.

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

§431. Contractor Responsibility Ordinance

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

§432. Business Inclusion Program

Unless otherwise exempted prior to bid submission, the 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. The Contractor shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at https://www.rampla.org/s/, to perform and document outreach to Minority, Women, and Other Business Enterprises. The Contractor shall perform subcontractor outreach activities through RAMP. The Contractor shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall the Contractor reduce their level of effort, without prior written approval of the City.

§433. Slavery Disclosure Ordinance

The 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 the Contractor for work to be performed under this Contract must include an identical provision.

§434. First Source Hiring Ordinance

The 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 the Contractor for work to be performed under this Contract must include an identical provision.

§435. Local Business Preference Ordinance

The 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 the Contractor for work to be performed under this Contract must include an identical provision.

§436. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with the 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."

§437. 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, the Contractor, the Contractor's principals, and the 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 the 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 or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

§438. Contractors' Use of Criminal History for Consideration of Employment Applications

The 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 the Contractor for work to be performed under this Contract must include an identical provision.

§439. 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 the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to the Contractor unless the 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. The Contractor agrees that any services provided by the Contractor, purchases made by the Contractor or expenses incurred by the Contractor in excess of the appropriation(s) shall be free and without charge to the City and the City shall have no obligation to pay for the services, purchases or expenses. The Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until the City appropriates additional funds for this Contract.

§440. Compliance with Identity Theft Laws and Payment Card Data Security Standards

The 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. The 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, the Contractor shall verify proper truncation of receipts in compliance with FACTA.

§441. 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, the 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 the City. The Contractor is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of the Contractor working on premises to pass a fingerprint and background check through the California Department of Justice at the 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.

§442. Possessory Interests Tax

Rights granted to the Contractor by the City may create a possessory interest. The 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, the Contractor shall pay the property tax. The Contractor acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

§443. Confidentiality

All documents, information, City Data (as that term is defined in §422), and materials provided to the Contractor by the City or developed by the Contractor pursuant to this Contract (collectively "Confidential Information") are confidential. The Contractor shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by the City or as required by law. The Contractor shall immediately notify the 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.

§444. Contractor Data Reporting

If the Contractor is a for-profit, privately owned business, the 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 the City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by the City: the Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). The 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 the City.

§445. Conflict of Interest

A. No City-funded Employees as Board Members

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

B. Code of Conduct

1. The City requires that all Contractors/Subcontractors adopt a Code of Conduct which at minimum reflects the constraints discussed in LAHD Directive Number FY12-0001 ("Directive FY12-0001"). A copy of Directive FY12-0001 has been provided to the Contractor by LAHD and the Contractor acknowledges receipt of Directive FY12-0001. No agreements and/or amendments will be executed without the Contractor's adoption of this Code of Conduct.

2. Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

C. Conflict of Interest

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

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

   a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;

   b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

   c. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

3. Definitions:

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

   b. The term "financial or other interest" includes, but is not limited to:

      (1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

      (2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent (5%) or more; ownership of five percent (5%) or more of the stock; employment in a managerial capacity; or membership on the Board of Directors or governing body.

c. A subcontract is any agreement entered into by Contractor for the purchase of goods or services with any funds provided by this Agreement.

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

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

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

G. The Contractor shall not subcontract with a former director, officer, or employee within a one (1) year period following the termination of the relationship between said person and the Contractor.

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

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

J. The Contractor covenants that no member, officer or employee of the Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one (1) year thereafter.

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

L. Unless an exemption/waiver to Directive FY12-0001 was requested by the Contractor and approved by LAHD in writing prior to the execution of this Agreement, the Contractor shall be deemed to have adopted the Code of Conduct set forth within Directive FY12-0001 that meets the foregoing requirements upon execution of this Agreement, and the Contractor shall comply with the Code of Conduct throughout the term of this Agreement.

§446. Disclosure of Border Wall Contracting Ordinance

The Contractor shall comply with Los Angeles Administrative Code Section 10.50, 'Disclosure of Border Wall Contracting.' The City may terminate this Contract at any time

if the City determines that the Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in Section 10.50.

§447. City's Additional Remedies

The Contractor acknowledges and agrees that nothing contained in this Contract is, represents, or is intended to be construed as: a release, compromise, settlement, or waiver by the City of any cause of action that the City may have against the Contractor. The City reserves its rights in full, including, but not limited to, the right to bring any claim, cause of action, or request for reimbursement against the Contractor in relation to this Contract and other transactions between the City and the Contractor.

§448. Payment Does Not Imply Acceptance of Work

The granting of any payment by the City, or the receipt thereof by the Contractor, in no way lessens the liability of the Contractor to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Contract may be rejected by the City and upon rejection must be replaced by the Contractor without delay.

§449. Work Not in Scope of Services

The Contractor shall immediately notify LAHD in writing of any work that is requested to be performed that is outside of the original scope of work covered by this Agreement and §202 above. If it is determined that the request is outside of the scope of work, the Contractor shall not perform the requested work unless and until (i) the City's designated contract administrator approves the request in writing and authorizes the use of any contingency funds for the work, and (ii) an amendment providing for an adjustment in the Contractor's compensation, and the scope of work, is approved and executed by both parties.

§450. Compliance with Current Applicable Safety Protocols and Laws

The Contractor, and any of its subcontractors, if applicable, shall comply with any and all safety protocols, current laws, regulations, and public health orders to ensure the health and safety of the Contractor's employees, any subcontractors, and the public.

V. ENTIRE AGREEMENT

§501. Complete Agreement

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

§502. Counterparts and 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.

§503. Ratification Clause

The Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified and accepted according to the City's discretion.

§504. Number of Pages and Attachments

This Agreement is executed in **three (3) duplicate originals**, each of which is deemed to be an original. This Agreement includes twenty-four (24) pages and three (3) Exhibits which constitute the entire understanding and agreement of the parties. Alternatively, this Agreement may be executed with electronic signatures, resulting in an electronic final original, which shall be uploaded to the Regional Alliance Marketplace for Procurement (RAMP) website.

[Remainder of page left intentionally blank.]

[Signatures begin on next page.]

VI. SIGNATURE PAGE

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

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By _____
Deputy/Assistant City Attorney

Date _____

Executed this ____ day of _____, 2025

For: THE CITY OF LOS ANGELES

TIENA JOHNSON HALL
General Manager
Los Angeles Housing Department

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

ATTEST:

PATRICE Y. LATTIMORE, City Clerk

By _____
Deputy City Clerk

Date _____

By _____
Luz C. Santiago
Assistant General Manager

Executed this ____ day of _____, 2025

For: EMSL Analytical, Inc. dba LA Testing, a New Jersey for profit corporation

By _____
Dr Peter Frasca
President

City Business License Number: 0002855431-0001-8
Internal Revenue Service Taxpayer Identification Number: 22-2357101
Council File/CAO File Number: ##-####; Date of Approval: ##/##/2025
Said Agreement is Number _____ of City Contracts

EXHIBIT A
Form Gen 146 (Rev. 6/12)
Required Insurance and Minimum Limits

Name: EMSL Analytical, Inc. dba LA Testing Date: _____

Agreement/Reference: Lead Laboratory Testing

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** City of Los Angeles MUST be named additional insured

☒ Products/Completed Operations ☐ Sexual Misconduct — $ 1,000,000
☐ 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 12 Months After Completion of Work or Date of Termination. — $ 1,000,000

☐ **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** — $ 1,000,000
☐ _____

☐ **Surety Bonds** – Performance and Payment (Labor and Materials) Bonds — 100% of the contract price
☐ **Crime Insurance**

$ _____

Other: **Insurance certificate(s) MUST be submitted on the City's KwikComply site: https://kwikcomply.org/ and be re-submitted throughout the entire contract term so all required insurance remains valid and not expired.

EXHIBIT A
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. 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 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, §403, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

EXHIBIT B
NOTICE OF PROHIBITION AGAINST RETALIATION

An employer subject to the Living Wage Ordinance shall post in a prominent place in an area frequented by employees a copy of the below notice to employees regarding the LWO prohibition against retaliation (also available in English at https://bca.lacity.gov/Uploads/contracting/LWO%202024/LWO%202024%20Adjusted/Notice%20to%20Employees%20of%20Retaliation%20(English)%2005.2024.pdf and in Spanish at https://bca.lacity.gov/Uploads/contracting/LWO%202024/LWO%202024%20Adjusted/Notice%20to%20Employees%20of%20Retaliation%20(Spanish)%2005.2024.pdf). The retaliation notice must be posted by an employer even if the employer has been exempted from the LWO.

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

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

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

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

For more information, or to obtain a complaint form, please contact the Equal Employment Opportunity Enforcement Section at bca.eeoe@lacity.org.

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
BCA.EEOE@LACITY.ORG

EXHIBIT C
PROFESSIONAL FEE SCHEDULE

Services shall be compensated according to the following fee schedule:

DRAFT