REQUEST FOR PROPOSALS

To Operate Olvera Street Space E-5

El Pueblo de Los Angeles Historical Monument
125 Paseo de la Plaza, Los Angeles, CA 90012

(213) 485-8497

elpueblo@lacity.org
Request for Proposals to Operate
Olvera Street Space E-5
Los Angeles, CA 90012

Date Issued: Thursday, May 2, 2019

Title: Olvera Street Space E-5

Opportunity: Operate a small restaurant or café on Olvera Street. El Pueblo Historical Monument is seeking proposals to activate a vacant space into a Mexican-American or Latino-American themed business.

The City is seeking a small restaurant or cafe use, and is open to and welcomes other creative business concepts that reflect the area's cultural heritage.

The City may choose to enter into an Exclusive Negotiating Agreement with the selected proposer, which may lead to a lease that will contain, among other things, the City's requirements for the development and operation of the space.

Location: Olvera Street Shop E-5
Los Angeles, CA 90012

Submission Deadline: Responses must be received at the Delivery Address shown below by Thursday, June 20, 2019 at 3:00 p.m. - Pacific Standard Time

Delivery Address: 125 Paseo de la Plaza, 4th Floor, Los Angeles, CA 90012; Attention: Walter Schreck, Property Management

Questions: Walter Schreck, Property Management Division
(213) 485-8497 or Walter.Schreck@lacity.org

Chris Espinosa, General Manager
(213) 485-6855 or Chris.Espinosa@lacity.org

All questions must be submitted via e-mail, except for verbal questions, which will be recorded at the pre-proposal conference. The deadline to submit questions is Thursday, May 30, 2019 at 3:00 p.m.
To ensure fair and consistent distribution of information, questions will be answered by a Question and Answer document available on the City of Los Angeles’ Business Assistance Virtual Network website. Individual answers will not be given directly to the inquirer and a consolidated answer may be provided in response to several questions that are similar in nature. The final Question and Answer document will be posted on Friday, May 31, 2019, unless otherwise noted.

Pre-Proposal Meeting / Tour of Space: Tuesday, May 14, 2019, 3 p.m.

Pico House - 424 North Main Street, Los Angeles, CA 90012

Potential respondents are encouraged, but not required to attend. RSVP is requested, but not required. Send an e-mail confirming attendance to Walter.Schreck@lacity.org

Contract Term: 3 year + 3 year lease agreement

Good Faith Deposit: $1,000

Proposer’s Minimum Years of Experience: Two (2) years’ experience in developing a restaurant, café, retail or other business type that reflects El Pueblo’s cultural heritage.

Approximate Square Footage: 388 Square Feet

Suggested Minimum Rent: Restaurant or Café – $6.80 per square foot minimum bid is required. Proposers may bid a higher amount if you choose. Please note that the Proposer that bids the highest dollar amount will be awarded the highest points, although a high bid does not necessarily guarantee your proposal will be selected. A rent credit or waiver of a few months will be considered depending on the extent and cost of proposed renovations.

Additional Terms: El Pueblo Historical Monument will be including a lease term that stipulates the department’s right to terminate the lease with 90 days written notice.
El Pueblo Historical Monument will provide applicants with a CD Rom of the following publication:

   Prepared by the State of California, Department of Parks and Recreation, August 1981.

PROPOSAL REQUIREMENTS

About El Pueblo. El Pueblo de Los Angeles Historical Monument supports, promotes, safeguards and preserves the City's birthplace and oversees and manages various museums, 27 historic buildings, approximately 80 concessionaires, and hosts numerous public events annually. The south end of El Pueblo is also a popular film venue. El Pueblo is a department of the City of Los Angeles and reports to a nine-member commission. The Department also operates several parking lots within the El Pueblo district as identified in Exhibit 1. No parking is being offered with this Request for Proposal.

Most of the commercial activity occurs on Olvera Street. Since the 1930s, Olvera Street has operated as a Mexican-themed retail block of shops and restaurants that attracts over 2 million local, regional, and international visitors annually.

About the Proposal. The Department is seeking clear and concise responses. Your proposal must fully describe your project, must respond to the sections below, and should include back-up material, as needed.

In addition to uses consistent with El Pueblo's cultural heritage, the Department has a mandate from the City to be financially self-sufficient, and is therefore seeking an income-generating use of the premises, with rents consistent with market rates for the area and the proposed use. The proposed rent should be clearly stated in the Proposal.

A proposal may be rejected and deemed non-responsive if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the City, the information contained therein is erroneous or fallacious with the intent to mislead the City in the evaluation of the proposal.

1. The Proposal Submission Process & Due Date

Executive Summary
The proposal should include an Executive Summary and should be signed by the appropriate person and/or officers of the company. The Summary should
describe your business and the type of business (including whether the business is for profit/non-profit). Include all of your contact information: name, address, phone, and e-mail address.

Delivery of the Proposals
All proposals shall be marked “Proposal for Olvera Street Space E-5” and hand-delivered by the respondent or by a delivery service. Proposals submitted via U.S. Postal Services or fax will not be accepted.

Due Date
Submissions are due on Thursday, June 20, 2019 at 3:00 p.m. – Pacific Standard Time. **PROPOSALS WILL NOT BE ACCEPTED THEREAFTER.**

Proposals should be addressed to:

El Pueblo Historical Monument
Proposal for Olvera Street Space E-5
Attention: Walter Schreck
125 Paseo de la Plaza, 4th Floor – Property Management Division
Los Angeles, CA 90012

2. Proposed Concept for the Property
Provide a description of your business concept. The Proposer will be responsible for obtaining all necessary health permits, building permits and ensure that all renovation complies with the City of Los Angeles Building Codes.

Acceptance of the proposal does not constitute approval of proposed renovations. All laws must be complied with before the successful Proposer will be permitted to commence renovation or building occupancy. All proposals submitted in response to this RFP will become the property of the City.

3. Rental Offer
State your proposed monthly rental amount in your proposal. The Minimum Rental Bid for Restaurant or a Café is $6.80 per square foot. Other uses may suggest other rent consistent with the use. The rent should increase annually based upon the Consumer Price Index. A rent credit or waiver of a few months will be considered depending on the extent of renovation.

The successful proposer/ concessionaire will also be required to pay a monthly common area maintenance fee of $0.36 per square foot, paid by all merchants at El Pueblo. This fee covers shared responsibility for custodial, security, maintenance, and landscaping of the outdoor common areas of El Pueblo.
4. **Proposed Budget**
   Provide a budget and a clear description of any proposed renovations, including scheduling renovation activities with clear milestones, and a clear identification of the time needed for due diligence. The City expects business to complete renovation, if necessary, and commence to operate within two months after execution of the lease agreement. If the proposer believes that this timeline is unrealistic, it should be clearly be explained in the proposal.

5. **Financial Capability**
   Provide a statement of the financial history and capability of the individual, group, organization or entity, as well as a plan for future financial viability. The statement should include an explanation of how the individual, group, organization, or entity plans to make rental payments, concessionaire improvements, and/or maintain financial stability during the term of a contract.

6. **Experience and Viability**
   Provide acceptable and adequate verification of the lawful existence, good standing, and past experience of the individual, group, organization, or entity submitting the proposal, as well as the authority of the agent or representative signing the proposal.

   The Proposer must reveal the names of any and all partners, joint ventures, corporations, principals, consultants, firms, silent partners, “Doing Business As” (DBA), and investors related to, or associated with, the entity submitting the Proposal (collectively, “Affiliated Parties”). All Proposers and Affiliated Parties must be in good standing with the City and in compliance with all City laws and ordinances.

7. **Mandatory City Forms**
   For additional forms to be included with the proposal and required by the City, see Exhibit 2. Proposers are required to complete City Ethics Commission Form 50 at the time of submitting the bid for the space.

8. **Good Faith Deposit**
   The Proposal must be accompanied by a Good Faith Deposit / Cashier’s Check made payable to El Pueblo Historical Monument in the amount of ONE THOUSAND DOLLARS ($1,000). No proposal will be considered unless the Good Faith Deposit is enclosed therewith. The Good Faith Deposit will be returned once an awardee has executed a contract.

**SELECTION PROCESS**

Proposers are encouraged, but not required to attend a pre-proposal conference at the Pico House – 424 North Main Street, Los Angeles, California 90012 on Tuesday, May 14, 2019.
All complete proposals will be submitted to a review panel comprised of City staff. The review panel will consider and rank proposals and evaluate them under the following criteria:

A. Proposed Redevelopment of the Property (40 Points);

B. Rental Offer (30 Points);

C. Financial Capability (20 Points);

D. Experience and Viability (10 Points).

After reviewing all proposals, the review panel will make a recommendation to the El Pueblo Historical Monument Authority Commission (Commission) to enter into an Exclusive Negotiating Agreement, which may lead to a proposed lease that will contain, among other things, the City’s requirements and standards for the development and operation of the space.

The Commission will consider the review panel’s recommendation at a public hearing. The Commission’s approval of the proposer and the proposed lease must then be approved by the Los Angeles City Council. The City reserves the right to interview proposers or request them to present their proposal at a public hearing. The City additionally reserves the right to not select any of the proposals and reject all proposals.

CHECKLIST

<table>
<thead>
<tr>
<th>ITEMS TO BE INCLUDED IN PROPOSAL</th>
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<tr>
<td>○ One (1) Original Proposal and Three (3) Copies of the Proposal</td>
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<tr>
<td>○ Executive Summary with Appropriate Original Signatures</td>
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<tr>
<td>○ Proposed Concept for the Property</td>
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<tr>
<td>○ Rental Offer</td>
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<tr>
<td>○ Proposed Budget</td>
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<tr>
<td>○ Financial Capability</td>
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<tr>
<td>○ Experience and Viability</td>
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<tr>
<td>○ Mandatory City Forms – Ethics Commission Form 50 (See Exhibit 2)</td>
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<td>○ Good Faith Deposit</td>
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Exhibit 1 – Map of El Pueblo Historical Monument

Exhibit 2 – Mandatory City Forms – Ethics Commission Form 50

Exhibit 3 – Standard Provisions for City Contracts
El Pueblo de Los Angeles

"Parking at El Pueblo Supports LA History"

<table>
<thead>
<tr>
<th>Location</th>
<th>Rates</th>
<th>Hours</th>
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<tr>
<td>Lot 1</td>
<td>$2.50/20 min</td>
<td>Mon-Fri: 7:00am-5:30pm</td>
</tr>
<tr>
<td>419 N. Main Street</td>
<td>$17.50 MAX</td>
<td>Sat-Sun/Holidays: 9:00am-5:30pm</td>
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<td></td>
<td>$12.00 flat rate</td>
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<tr>
<td>Lot 2</td>
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<td>Sun-Thurs: 8:00am-9:00pm</td>
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<td>615 N. Main Street</td>
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<td>Fri-Sat/Holidays: 6:00am-10:00pm</td>
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<td></td>
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<td>Mon-Fri: 9:00am-9:00pm</td>
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<td>852 N. Alameda Street</td>
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<td>Lot 4</td>
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<td>Mon-Fri: 7:00am-9:00pm</td>
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<tr>
<td>426 N. Los Angeles Street</td>
<td>$12.00 flat rate</td>
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Operational hours and rates subject to change.
EXHIBIT 2
Bidder Certification
CEC Form 50

This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.

☑ Original filing  □ Amended filing (original signed on ___________; last amendment signed on ___________)

<table>
<thead>
<tr>
<th>Bld/Contract/BAVN Number:</th>
<th>Awarding Authority (Department):</th>
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<tr>
<td>BAVN #</td>
<td>El Pueblo Historical Monument</td>
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<tr>
<th>Name of Bidder:</th>
<th>Phone:</th>
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<th>Email:</th>
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CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am a person or entity that is applying for a contract with the City of Los Angeles.

B. The contract for which I am applying is an agreement for one of the following:
   1. The performance of work or service to the City or the public;
   2. The provision of goods, equipment, materials, or supplies;
   3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
   4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
      a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
         i. Are provided on premises that are visited frequently by substantial numbers of the public; or
         ii. Could be provided by City employees if the awarding authority had the resources; or
         iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
      b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(l)(b).

C. The value and duration of the contract for which I am applying is one of the following:
   1. For goods or services contracts—a value of more than $25,000 and a term of at least three months;
   2. For financial assistance contracts—a value of at least $100,000 and a term of any duration; or
   3. For construction contracts, public leases, or licenses—any value and duration.

D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: __________________ Signature: __________________

Name: __________________

Title: __________________
Los Angeles Administrative Code § 10.40.1

(h) "City Financial Assistance Recipient" means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars ($100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7672(f). A recipient shall not be deemed to include lessees and sublessees.

Los Angeles Administrative Code § 10.37.1

(l) "Public lease or license".

(a) Except as provided in (l)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:

1. The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or

2. Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or

3. The DAA has determined in writing that coverage would further the proprietary interests of the City.

(b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:

1. The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars ($350,000), from business conducted on City property;

2. The lessee or licensee employs no more than seven (7) people total in the company on and off City property;

3. To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;

4. Whether annual gross revenues are less than three hundred fifty thousand dollars ($350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;

5. The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);

6. A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;

7. Public leases and licenses shall be deemed to include public subleases and sublicenses;

8. If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.
Bidder Certification
(Form 50)

WHO files this?
Individuals or organizations who bid on or try to enter into a City contract (bidders*) that meet any of the following criteria:

- Goods and services contracts worth over $25,000, and lasting 3 months or longer; or
- Financial assistance contracts worth $100,000 or more of any duration; or
- Construction contracts, public leases, or licenses of any value and any duration.

If Form 50 is included in the contract solicitation package (e.g. RFP, RFQ, RFB, etc.) or your required contracting documents, the department advertising the contract opportunity has determined that Form 50 is required.

HOW is this filed?
This form must be included with the bid package that you submit for consideration for the contract award.

PRINT AND COMPLETE
This form should have been included with the contract solicitation package you received from the department that advertised the contract opportunity.

If you require another copy of the form, you may download, print, and complete it here:

Bidder Certification (Form 50)

Currently, this form cannot be filed electronically.

SUBMIT WITH BID PACKAGE
Include the completed, signed original copy with your bid package to the department advertising the contract opportunity.

This form is not filed with the Ethics Commission.

WHEN is this filed?
This form must be included with your bid or response documents and submitted to the department that advertised the contract opportunity.

Related
Other forms that may need to be included your bid package:

- Prohibited Contributors - Bidders (Form 55)
- Prohibited Contributors - Underwriters (Form 56)
### KEY REQUIREMENTS FOR ETHICS COMMISSION FORMS 50, 55, and 56

<table>
<thead>
<tr>
<th>Departments Required to Use the Form</th>
<th>FORM 50 Bidder Certification</th>
<th>FORM 55 Prohibited Contributors (Bidders)</th>
<th>FORM 56 Prohibited Contributors (Underwriters)</th>
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</thead>
<tbody>
<tr>
<td><strong>Disclosure Thresholds</strong> (Circumstances when the form is required by bidders)</td>
<td>Applies to all City departments</td>
<td>Applies to all City departments</td>
<td>Applies only to City proprietary departments:</td>
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<tr>
<td></td>
<td>The proposed contract meets any of the following:</td>
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<td>- Department of Water and Power;</td>
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<td></td>
<td>- Goods and services contracts</td>
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<td>- Airport; and</td>
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<td></td>
<td>- Worth over $25,000, and</td>
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<td>- Harbor</td>
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<td>- Term of 3 months or longer.</td>
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<td>The RFP is for selection of an underwriting firm or syndicate of</td>
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<td></td>
<td>- Financial assistance contracts</td>
<td></td>
<td>underwriting firms to an on-call list for noncompetitive sale of revenue bonds</td>
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<td></td>
<td>- Worth $100,000 or more, and</td>
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<td>contracts; or</td>
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<td></td>
<td>- Any duration.</td>
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<td>- The proposed contract is with an underwriting firm or syndicate of</td>
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<td>- Construction contracts, public leases, or licenses</td>
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<td>underwriting firms for a noncompetitive sale of revenue bonds</td>
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<td>- Any value and any duration.</td>
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<tr>
<td><strong>Department's Obligation if Disclosure Thresholds are Met</strong></td>
<td>Provide the current version of this form in the RFP as a required document to complete a bid</td>
<td>Provide the current version of this form in the RFP as a required document to complete a bid</td>
<td>Provide the current version of this form in the RFP as a required document to complete a bid</td>
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<tr>
<td></td>
<td>Current versions of all Ethics Commission forms can be found at ethics.lacity.org</td>
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</tr>
<tr>
<td><strong>Department's Obligation When Forms are Received from Bidders</strong></td>
<td>Review each form to verify completion</td>
<td>Review each form to verify completion</td>
<td>Review each form to verify completion</td>
</tr>
<tr>
<td></td>
<td>Consult your City Attorney with questions about responsiveness</td>
<td>Consult your City Attorney with questions about responsiveness</td>
<td>Consult your City Attorney with questions about responsiveness</td>
</tr>
<tr>
<td></td>
<td>Keep the original Form 50 with your department</td>
<td>Keep the original Form 55 with your department</td>
<td>Keep the original Form 56 with your department</td>
</tr>
<tr>
<td></td>
<td>Submit a PDF copy of each Form 55 to the Ethics Commission at <a href="mailto:ethics.bidder@lacity.org">ethics.bidder@lacity.org</a></td>
<td>Submit a PDF copy of each Form 55 to the Ethics Commission at <a href="mailto:ethics.bidder@lacity.org">ethics.bidder@lacity.org</a></td>
<td>Submit a PDF copy of each Form 56 to the Ethics Commission at <a href="mailto:ethics.bidder@lacity.org">ethics.bidder@lacity.org</a></td>
</tr>
</tbody>
</table>

*Please feel free to contact Lisa Ishimaru at the Ethics Commission if you have any questions about these forms.
Telephone: (213) 978-1960 | Email: lisa.ishimaru@lacity.org | Website: ethics.lacity.org*
EXHIBIT 3
# STANDARD PROVISIONS FOR CITY CONTRACTS

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<th>CONSTRUCTION OF PROVISIONS AND TITLES HEREIN</th>
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<td>PROHIBITION AGAINST ASSIGNMENT OR DELEGATION</td>
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<td>PSC-14</td>
<td>PERMITS</td>
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<td>PSC-15</td>
<td>CLAIMS FOR LABOR AND MATERIALS</td>
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<td>PSC-16</td>
<td>CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED</td>
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<td>PSC-17</td>
<td>RETENTION OF RECORDS, AUDIT AND REPORTS</td>
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<td>PSC-18</td>
<td>FALSE CLAIMS ACT</td>
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<td>PSC-19</td>
<td>BONDS</td>
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<td>PSC-20</td>
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STANDARD PROVISIONS
FOR CITY CONTRACTS (Rev. 3/09)
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 hereof. 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" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one CONTRACTOR herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. NUMBER OF ORIGINALS

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the CITY'S option, one or more additional original texts of this Contract may also be retained by the City.

PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. 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, and/or procedures that apply to the performance of this Contract.

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 law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.
PSC-4. 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 hereto;

B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

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

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

PSC-5. INTEGRATED CONTRACT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, 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 paragraph PSC-6 hereof.

PSC-6. AMENDMENT

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

PSC-7. EXCUSABLE DELAYS

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

PSC-8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights.
and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. **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-10. **TERMINATION**

A. **TERMINATION FOR CONVENIENCE**

The CITY may terminate this Contract for the CITY'S convenience at any time by giving CONTRACTOR thirty days written notice thereof. Upon receipt of said 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. The 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 such termination. Thereafter, 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 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.

B. **TERMINATION FOR BREACH OF CONTRACT**

1. Except for excusable delays as provided in PSC-7, 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, the CITY may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to the CITY within the time permitted by the CITY, then the CITY may terminate this Contract due to CONTRACTOR'S breach of this Contract.

2. 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 the CITY may immediately terminate this Contract.

3. If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this Contract or violates the
CITY'S lobbying policies, then the CITY may immediately terminate this Contract.

4. In the event the CITY terminates this Contract 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, any excess costs for such services.

5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become CITY property upon 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.

6. 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-10(A) Termination for Convenience.

7. 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.

PSC-11. INDEPENDENT CONTRACTOR

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the 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 the CITY.

PSC-12. CONTRACTOR'S PERSONNEL

Unless otherwise provided or approved by the CITY, CONTRACTOR shall use its own employees to perform the services described in this Contract. The CITY shall have the right to review and approve any personnel who are assigned to work under this Contract. CONTRACTOR agrees to 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, CONTRACTOR shall remain responsible for performing all aspects of

STANDARD PROVISIONS
FOR CITY CONTRACTS (Rev. 3/09)
this Contract. The CITY has the right to approve CONTRACTOR'S subcontractors, and the CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay CONTRACTOR'S subcontractors, and nothing herein creates any privity between the CITY and the subcontractors.

PSC-13. **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

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.

PSC-14. **PERMITS**

CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for CONTRACTOR'S performance hereunder and shall pay any fees required therefor. CONTRACTOR certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC-15. **CLAIMS FOR LABOR AND MATERIALS**

CONTRACTOR shall promptly pay when due all amounts payable 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), against CONTRACTOR'S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC-16. **CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

If applicable, CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S Business Tax Ordinance, Section 21.00 et seq. of the Los Angeles Municipal Code. For the term covered by this Contract, CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

PSC-17. **RETENTION OF RECORDS, AUDIT AND REPORTS**

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with

**STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 3/09)**  5
requirements prescribed by the CITY. These records shall be retained for a period of no less than three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this Contract or within the three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

PSC-18. FALSE CLAIMS ACT

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.

PSC-19. BONDS

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

PSC-20. 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, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless the CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (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 CONTRACTOR'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by CONTRACTOR or its subcontractors of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-20 shall survive expiration or termination of this Contract.

PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, Officers, Agents, Employees, Assigns,
and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney’s fees (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 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 right (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 of any tier, in performing the work under this Contract; or (2) as a result of the CITY’S actual or intended use of any Work Product furnished by CONTRACTOR, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-21 shall survive expiration or termination of this Contract.

PSC-22. **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, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

PSC-23. **OWNERSHIP AND LICENSE**

Unless otherwise provided for herein, all Work Products originated and prepared by CONTRACTOR or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, 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. CONTRACTOR hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by CONTRACTOR under this Contract. CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY’S ownership of rights provided herein.

For all Work Products delivered to the CITY that are not originated or prepared by CONTRACTOR or its subcontractors of any tier under this Contract, CONTRACTOR hereby grants a non-exclusive perpetual license to use such Work Products for any CITY purposes.

STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 3/09)
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 CONTRACTOR relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige 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. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR'S contract with the CITY.

PSC-24. INSURANCE

During the term of this Contract and without limiting CONTRACTOR'S indemnification of the CITY, CONTRACTOR shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by CONTRACTOR, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereof), covering its operations hereunder. Such insurance shall conform to CITY requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. CONTRACTOR shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-25. DISCOUNT TERMS

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

PSC-26. 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-27. NON-DISCRIMINATION

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

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

PSC-28. EQUAL EMPLOYMENT PRACTICES

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

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

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. CONTRACTOR agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, CONTRACTOR shall certify in the specified format that he or she has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of
race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.

E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of CITY contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.

F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a CITY contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the CITY for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this Contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.

H. Intentionally blank.

I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. At the time a supplier registers to do business with the CITY, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of CITY Contracts.
K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;

2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

3. Training and promotional opportunities; and

4. Reasonable accommodations for persons with disabilities.

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

PSC-29. AFFIRMATIVE ACTION PROGRAM

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

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

1. This provision applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. CONTRACTOR shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to
their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the CITY's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, CONTRACTOR shall certify on an electronic or hard copy form to be supplied, that CONTRACTOR has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of CITY contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

E. The failure of any CONTRACTOR to comply with the Affirmative Action Program provisions of CITY contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to CONTRACTOR.

F. Upon a finding duly made that CONTRACTOR has breached the Affirmative Action Program provisions of a CITY contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said CONTRACTOR is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that CONTRACTOR has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a CITY contract, there may be deducted from the amount payable to CONTRACTOR by the CITY under the contract, a penalty of ten dollars
($10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a CITY contract.

H. Notwithstanding any other provisions of a CITY contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.

I. Intentionally blank.

J. Nothing contained in CITY contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. CONTRACTOR shall submit an Affirmative Action Plan which shall meet
the requirements of this chapter at the time it submits its bid or proposal or
at the time it registers to do business with the CITY. The plan shall be
subject to approval by the Office of Contract Compliance prior to award of
the contract. The awarding authority may also require contractors and
suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-
award conference in order to develop, improve or implement a qualifying
Affirmative Action Plan. Affirmative Action Programs developed pursuant
to this section shall be effective for a period of twelve months from the
date of approval by the Office of Contract Compliance. In case of prior
submission of a plan, CONTRACTOR may submit documentation that it
has an Affirmative Action Plan approved by the Office of Contract
Compliance within the previous twelve months. If the approval is 30 days
or less from expiration, CONTRACTOR must submit a new Plan to the
Office of Contract Compliance and that Plan must be approved before the
contract is awarded.

1. Every contract of $5,000 or more which may provide construction,
demolition, renovation, conservation or major maintenance of any
kind shall in addition comply with the requirements of Section 10.13
of the Los Angeles Administrative Code.

2. CONTRACTOR may establish and adopt as its own Affirmative
Action Plan, by affixing his or her signature thereto, an Affirmative
Action Plan prepared and furnished by the Office of Contract
Compliance, or it may prepare and submit its own Plan for
approval.

L. The Office of Contract Compliance shall annually supply the awarding
authorities of the CITY with a list of contractors and suppliers who have
developed Affirmative Action Programs. For each contractor and supplier
the Office of Contract Compliance shall state the date the approval
expires. The Office of Contract Compliance shall not withdraw its approval
for any Affirmative Action Plan or change the Affirmative Action Plan after
the date of contract award for the entire contract term without the mutual
agreement of the awarding authority and CONTRACTOR.
M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

2. Classroom preparation for the job when not apprenticeable;

3. Pre-apprenticeship education and preparation;

4. Upgrading training and opportunities;

5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;

6. The entry of qualified women, minority and all other journeymen into the industry; and

7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the CITY'S Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the CITY and may be used at the discretion of the CITY in its Contract Compliance Affirmative Action Program.

P. Intentionally blank.
Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the CITY and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor’s contract with the CITY.

PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, CONTRACTOR will fully comply with all applicable State and Federal employment reporting requirements for CONTRACTOR’S employees. CONTRACTOR shall also certify (1) that the Principal Owner(s) of CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that CONTRACTOR will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, et seq. of the California Family Code; and (3) that CONTRACTOR will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of CONTRACTOR to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of CONTRACTOR to obtain compliance of its subcontractors shall constitute a default by CONTRACTOR under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.
PSC-31. **LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:

1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.

2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the CITY within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.

3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the CITY with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the CITY.

4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.
5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY’S Designated Administrative Agency** which may be amended from time to time.

B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.

C. Where under the LWO Section 10.37.6(d), the **CITY’S Designated Administrative Agency** has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

D. **CONTRACTOR** shall inform employees making less than Twelve Dollars ($12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

**PSC-32. AMERICANS WITH DISABILITIES ACT**

**CONTRACTOR** hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

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**FOR CITY CONTRACTS (Rev. 3/09)**
PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, as amended from time to time, which requires CONTRACTOR to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect CONTRACTOR'S fitness and ability to continue performing this Contract.

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

PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. CONTRACTOR certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than $100,000, if applicable. CONTRACTOR shall not change any of these designated subcontractors, nor shall CONTRACTOR reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld.

PSC-35. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.
A. During the performance of the Contract, CONTRACTOR certifies and represents that CONTRACTOR will comply with the EBO.

B. The failure of CONTRACTOR to comply with the EBO will be deemed to be a material breach of this Contract by the CITY.

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

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

E. If the CITY'S Designated Administrative Agency determines that a CONTRACTOR has set up or used its contracting entity for the purpose of evading the intent of the EBO, the CITY may terminate the Contract. Violation of this provision may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

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

PSC-36. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. CONTRACTOR certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.
EXHIBIT 1
INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. 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 moneys 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

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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-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
Exhibit 1 (Continued)
Required Insurance and Minimum Limits

Name: ________________________ Date: ________________________

Agreement/Reference: ________________________

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.

<table>
<thead>
<tr>
<th>Limits</th>
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<tbody>
<tr>
<td>Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)</td>
</tr>
<tr>
<td>□ Waiver of Subrogation in favor of City</td>
</tr>
<tr>
<td>□ Longshore &amp; Harbor Workers</td>
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<tr>
<td>□ Jones Act</td>
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| WC Statutory |
| EL |

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<thead>
<tr>
<th>General Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Products/Completed Operations</td>
</tr>
<tr>
<td>□ Fire Legal Liability</td>
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<tr>
<td>□ Sexual Misconduct</td>
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<table>
<thead>
<tr>
<th>Professional Liability (Errors and Omissions)</th>
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<table>
<thead>
<tr>
<th>Property Insurance (to cover replacement cost of building – as determined by insurance company)</th>
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</thead>
<tbody>
<tr>
<td>□ All Risk Coverage</td>
</tr>
<tr>
<td>□ Flood</td>
</tr>
<tr>
<td>□ Earthquake</td>
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<tr>
<td>□ Boiler and Machinery</td>
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<tr>
<td>□ Builder's Risk</td>
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<tr>
<th>Pollution Liability</th>
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<table>
<thead>
<tr>
<th>Surety Bonds – Performance and Payment (Labor and Materials) Bonds</th>
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</thead>
<tbody>
<tr>
<td>100 % of Contract Price</td>
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<table>
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<tr>
<th>Crime Insurance</th>
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Other: ________________________

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