

0150-12594-0001

TRANSMITTAL

TO
The City Council

DATE
9/5/2024

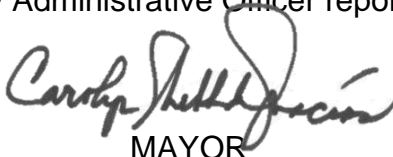
COUNCIL FILE NO.
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FROM
The Mayor

COUNCIL DISTRICT
Citywide

First Amended and Restated Contract with S.K. Ghosh Associates for Structural-Civil Engineering Training and Seminar Services.

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



MAYOR

(Carolyn Webb de Macias for)

MWS:ABG:02250015C

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: 08-14-24	C.D. No. Citywide	CAO File No.: 0150-12594-0001
Contracting Department/Bureau: Department of Building and Safety		Contact: Tiffany Baltazar – (213) 482-6746	
Reference: Request from Department of Building and Safety dated July 31, 2024; Received by the City Administrative Officer on July 31, 2024			
Purpose of Contract: To provide structural-civil engineering training seminar services.			
Type of Contract: () New contract (X) Amendment, Contract No. C-135528		Contract Term Dates: Five years and five months effective from May 1, 2020 through September 30, 2025	
Contract/Amendment Amount: Not to exceed \$748,000			
Proposed amount \$318,000 + Prior award(s) \$430,000 = Total \$748,000			
Source of funds: Building and Safety Building Permit Enterprise Fund (48R)			
Name of Contractor: S.K. Ghosh Associates, LLC			
Address: 334 East Colfax Street, Unit E, Palatine, IL 60067			
	Yes	No	N/A
1. Council has approved the purpose		X	
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested	X		
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: 0%			
* Applicable to contracts of \$1,000,000 or more			
	Yes	No	N/A
8. Business Inclusion Program	X		
9. Equal Benefits Ordinance	X		
10. First Source Hiring Ordinance	X		
11. Contractor Responsibility Ordinance	X		
12. Slavery Disclosure Ordinance	X		
13. Bidder Certification CEC Form 50	X		
14. Prohibited Contributors (Bidders) CEC Form 55	X		
15. CA Iran Contracting Act of 2010*	X		



RECOMMENDATION

That the Council, subject to the approval of the Mayor, authorize the General Manager of the Los Angeles Department of Building and Safety, or designee, to execute a contract amendment with S.K. Ghosh Associates, LLC, for structural-civil engineering training seminar services to extend the term by 29 months and increase the maximum compensation by \$318,000, in substantial conformance with the attached draft contract, which has been reviewed and approved by the City Attorney as to form.

SUMMARY

The Los Angeles Department of Building and Safety (LADBS) requests authority to execute a contract amendment with S.K. Ghosh Associates, LLC (Contractor) for structural-civil engineering training seminar services. LADBS needs in-person and virtual training for engineers on various structural engineering topics related to building codes.

The LADBS selected the Contractor through a Request for Proposals (RFP) issued on June 4, 2019. Based on the RFP process, the LADBS determined that four proposers, including the Contractor, were the most qualified proposers. The LADBS entered into Contract C-135528 with the Contractor for a term effective May 1, 2020 through April 30, 2023 and a maximum compensation of \$430,000. The LADBS has a continuing need for the Contractor's services.

 Andy Galan	 Ylenda Chavez
AG	Analyst
02250015C	for City Administrative Officer

The proposed amendment would extend the term of the contract for an additional 29 months through September 30, 2025 and increase the contract compensation amount by \$318,000 from \$430,000 to \$748,000, as well as update the Standard Provisions for City Contracts. The new total not-to-exceed contract compensation amount includes funding for the maximum contract term of five years and five months and a contingency of \$337,971.

In accordance with Charter Section 1022, the Personnel Department determined that the City does not have classifications with the qualifications necessary to provide the proposed work.

The proposed contract will be fully funded by the Building and Safety Building Permit Enterprise Fund (48R) and there is no impact on the General Fund. Pursuant to Administrative Code Section 10.5(b)(2), Council approval is required because it is anticipated that the estimated annual payments shall exceed \$187,496.

FISCAL IMPACT STATEMENT

There is no impact to the General Fund. The proposed contract will be fully funded by the Building and Safety Building Permit Enterprise Fund (48R).

FINANCIAL POLICIES STATEMENT

The recommendation in this report complies with the City's Financial Policies in that the proposed contract will be funded by a special fund supported by dedicated funding sources and expenditures will be limited to the mandates of the funding source.

MWS:ABG:02250015C

Attachments: Request from Building and Safety and Proposed Contract

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

DATE: July 31, 2024

TO: The Honorable Karen Bass, Mayor
Attn: Heleen Ramirez, Legislative Coordinator

FROM: Ana Mae Yutan, Chief of Resource Management Bureau
Los Angeles Department of Building and Safety



SUBJECT: **EXECUTIVE DIRECTIVE NO. 3 REVIEW OF THE PROPOSED FIRST AMENDED AND RESTATED AGREEMENT WITH S.K. GHOSH ASSOCIATES, LLC**

In accordance with the Mayor's Executive Directive No. 3, attached for your review is the proposed contract with S.K. Ghosh Associates, LLC for structural-civil engineering training seminar services. The Los Angeles Department of Building and Safety (LADBS) needs to provide in-person and virtual, classroom-style training for engineers on various structural engineering topics related to building codes.

LADBS issued a Request for Proposals (RFP) on June 4, 2019 for the purpose of seeking proposals from interested firms to provide up-to-date and high-quality instructor-led classroom training, visual aids, and related handout materials for technical training on various structural-civil engineering topics. LADBS chose four (4) qualifying proposers who were successfully awarded contracts with LADBS in May 2020. LADBS is now recommending all four (4) vendors for first amended and restated agreements to continue providing structural-civil engineering training seminar services.

The proposed contract has been approved by the City Attorney as to form.

The following information is provided to assist with your review of the attached proposed contract. Should you have questions or need additional information regarding this request, please contact Tiffany Baltazar, Sr. Management Analyst II, at (213) 482-6746.

General Information		
Item	Information Requested	Information Provided
1	Project Title	Seminars Related to Structural-Civil Engineering Topics
2	Contractors	S.K. Ghosh Associates, LLC
3	Address of Contractors	334 East Colfax Street, Unit E Palatine, IL 60067
4	Purpose	To design, develop, and deliver high-quality and customized instructor-led classroom training on various structural-civil engineering topics.
5	Term	Not to exceed four (5) years and five (5) months, effective 05/01/2020 through 09/30/2025
6	Amount of Compensation	\$748,000
7	New Contract or Amendment?	Amendment
8	Source of Funds	LADBS Building Permit Enterprise Fund (48R)
9	Council Approval	N/A
10	Appropriated Funds Available?	Yes

General Information		
Item	Information Requested	Information Provided
11	Names of Proposers and scores	1. S.K. Ghosh Associates, LLC 97.0 2. Englekirk Institutional 91.1 3. KPFF Consulting Engineers 83.5 4. Degenkolb Engineers 80.2
12	RFP Advertisement Date	06/04/2019
113	Funding compliance with City Financial Policies?	Yes
14	Additional information showing necessity to contract with contractor	N/A

Compliance with City Contracting Requirements		
1	Charter Section 1022	Personnel determined that city employees do not have the expertise to perform the work on 09/13/2023.
2	Risk Management Insurance Requirements	CAO Risk Management provided the following insurance requirements on 8/10/2018: <ul style="list-style-type: none"> General Liability \$1,000,000 Worker's Compensation \$1,000,000
3	Standard Provisions	Standard Provisions (Rev. 9/22) [V.1] is included as an attachment to the Proposed Contract
4	Business Inclusion Program	S.K. Ghosh Associates, LLC completed and passed all BIP indicators
5	EBO/FSHO Compliance	Verified 02/13/24
6	DO Compliance	Verified 04/25/21
7	CRO Compliance	BCA confirmed receipt and processing of CRO Questionnaires on 1/6/2020 for all vendors who responded to RFP No. 2019ETS008
8	City Attorney Review	Approved by the City Attorney on 07/29/2024
9	Percent of Workforce Residing in the City	0%
10	MLO Bidder's Certification Forms 50 & 55	Sent Form 55 to Ethics Commission on 12/31/2019 Form 50 on file
11	CA Iran Contracting Act of 2010	N/A

c: Matt Szabo, City Administrative Officer
 Andy Galan, Office of the City Administrative Officer

Attachments: Proposed Contract
 AMY:ER:TB:CJ

FIRST AMENDED AND RESTATED AGREEMENT (CONTRACT NUMBER C-135528-1)

BETWEEN

THE CITY OF LOS ANGELES

AND

S.K. GHOSH ASSOCIATES, LLC

FOR

STRUCTURAL-CIVIL ENGINEERING TRAINING SEMINARS

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ATTACHMENTS

Attachment 1 – Standard Provisions for City Contracts (Rev. 6/24) [v.1]

Attachment 2 – Insurance Requirements

APPENDICES

Appendix 1 – Structural-Civil Engineering Seminars Statement of Work

EXHIBITS

Exhibit 1 – Rates and Fee Schedule

Exhibit 2 – Change Request Form

CONTRACT BETWEEN
THE CITY OF LOS ANGELES
AND

S.K. GHOSH ASSOCIATES, LLC

FOR STRUCTURAL-CIVIL ENGINEERING TRAINING SEMINARS

This Contract ("Contract" or "Agreement") is made and entered into by and between the City of Los Angeles, a municipal corporation ("City"), acting by and through the Los Angeles Department of Building and Safety ("Department" or "LADBS"), and S.K. Ghosh Associates, LLC ("Contractor"), for the services described herein.

WITNESSETH

Whereas, the City has a need for technical training services to build and maintain an effective workforce that is properly trained to provide essential plan review services;

Whereas, each new code cycle brings new versions of the International Building Code (IBC) and State of California amendments that will require additional technical training for LADBS staff who are responsible for enforcing state mandated building code requirements;

Whereas, pursuant to Los Angeles City Charter ("Charter") Section 1022, the Personnel Department has determined that City employees do not have the expertise to perform the desired training services;

Whereas, the services required are of an expert and technical nature and are temporary and occasional in character; therefore, competitive bidding under Charter Section 371 is neither practicable, nor advantageous, nor in the best interest of the City;

Whereas, pursuant to Charter Section 372 a Request for Proposal (RFP) for professional structural-civil engineering training services was issued on June 4, 2019 (RFP #2019ETS008), and the City selected Contractor as one of the qualified vendors;

Whereas, Contractor has represented that it possesses the necessary experience, knowledge, skill, and personnel and is willing and able to provide these services to the City.

Whereas, Contractor entered into contract C-135528 with LADBS effective May 1, 2020 ("Original Contract") to provide structural-civil engineer training services as specified in the Original Contract;

Whereas, the Department has been using Contractor's services and has a continuing need for such services;

Whereas, Department and Contractor wish to enter into this First Amended and Restated Agreement to (1) replace Standard Provisions for City Contracts (Rev. 10/17 [v.4]) with Standard Provisions for City Contracts (Rev. 6/24 [v.1]); (2) extend the term of the Agreement for an additional 29 months with a new expiration date of September 30, 2025; and (3) increase the not-to-exceed amount by \$318,000 for a new contract ceiling of \$748,000.

Now, therefore, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereby promise, covenant and agree as follows:

CONTINUED ON NEXT PAGE

SECTION 1. INTRODUCTION

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the parties shall be sent.

1.1. AUTHORIZED REPRESENTATIVES

Formal notices, demands, and communications to be given hereunder by either party shall be made in writing and shall be effected by personal delivery or email notification, or by United States mail. 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 accord with this section, within five (5) business days of said change.

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:

1.1.1. CITY'S REPRESENTATIVES

The City hereby appoints Osama Younan, General Manager, of LADBS, or his designee, to represent the City on all matters related to this Contract.

All correspondence regarding this agreement shall be directed to:

Los Angeles Department of Building and Safety
Contracts and Support Services Division
Attention: LADBS Contract Administrator
201 North Figueroa Street, Suite 760B
Los Angeles, CA 90012
(213) 482-6776
LADBS.Contracts@lacity.org

1.1.2. CONTRACTOR'S REPRESENTATIVES

The Contractor's representative shall be:

Dr. Satyendra K. Ghosh, President
S.K. Ghosh Associates, LLC
334 East Colfax Street, Unit E
Palatine, IL 60067
(847) 991-2700
skghoshinc@gmail.com

AND

Hamid Naderi, Chief Business Officer
S.K. Ghosh Associates, LLC
334 East Colfax Street, Unit E
Palatine, IL 60067
(847) 991-2700
hnaderi@iccsafe.org

1.2. INDEPENDENT CONTRACTOR

Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the Contractor has been, is, or shall be an employee of the City by virtue of this Agreement, and the Contractor shall so inform each employee organization and each employee who is hired or retained under this Agreement. 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.

1.3. CONDITIONS PRECEDENT TO EXECUTION OF THIS AGREEMENT

Contractor shall submit the following documents to the City:

- 1.3.1. Proof of insurance as required by the City in accordance with Section 4.2 of this Agreement and attached hereto as Attachment 2 and made a part hereof.
- 1.3.2. A Combined Equal Benefits Ordinance and First Source Hiring Ordinance Compliance Affidavit through the Regional Alliance Marketplace for Procurement ("RAMP"), <https://www.rampla.org>.
- 1.3.3. A Disclosure Ordinances Affidavit addressing requirements of the City's Slavery Disclosure Ordinance (SDO) and Disclosure of Border Wall Contracting Ordinance (DBWCO) through RAMP, <https://www.rampla.org>.
- 1.3.4. An Iran Contracting Act of 2010 Compliance Affidavit in accordance with PSC-36 of Attachment 1, Standard Provisions for City Contracts (Rev. 6/24) [v.1] ("Standard Provisions").

SECTION 2. TERM AND SERVICES TO BE PROVIDED

2.1. PERIOD OF PERFORMANCE

This term of this Contract shall commence on May 1, 2020 ("Effective Date") and expire on September 30, 2025, unless terminated earlier as set forth in PSC-9, Termination, Standard Provisions for City Contracts (Rev. 6/24 [v.1]) of this Contract or any other termination right available in this Contract or under applicable law.

Due to the urgent need for Contractor to provide structural-civil engineering training services, Contractor may have provided services prior to the execution of the Original Contract and this First Amended and Restated Agreement. To the extent that said services were performed in accordance with the terms and conditions of the Original Contract and this First Amended and Restated Agreement, those services are hereby ratified.

2.2. SCOPE OF WORK

The Contractor shall provide the services set forth in Appendix 1 – Structural-Civil Engineering Training Seminars Statement of Work dated 11/29/2023, which is incorporated by reference and made a part of this Agreement.

2.3. CONTRACTOR PERSONNEL

2.3.1. Contractor Key Personnel

Contractor Key Personnel positions are considered to be essential to work performance herein. In addition to the Contractor's Project Manager, any additional Key Personnel positions shall be identified in the Scope of Work.

Contractor assignment of an employee to a position designated as Key Personnel shall be subject to prior written approval of the City. Contractor shall provide LADBS with the resume and credentials in support of LADBS' review of the proposed candidate. The City's designated representative(s) shall have the right to review the qualifications and perform an interview of Key Personnel prior to their assignment under this Contract. Key Personnel so identified shall not be diverted or removed from this project by the Contractor without approval of the City. If the City does not approve the candidate suggested by Contractor, Contractor shall propose a qualified alternate(s) who shall be subject to the same approval process.

Contractor shall provide a description of the location, position within the Contractor's project organizational hierarchy, and special expertise of each person identified to fill Key Personnel positions. Contractor shall make every reasonable effort to ensure that all Contractor's personnel who perform any work for LADBS under this Contract are qualified, trained professionals in their fields and are able to perform the work to the City's satisfaction. Contractor project staff shall be available to perform under the terms and conditions of this Contract upon execution of this Contract, and through the end of the term of the Contract.

2.3.2. Contractor's Project Manager

On or before the start date for the Project, as mutually agreed upon between LADBS and Contractor, Contractor shall designate in writing and communicate to LADBS, an individual as its Project Manager ("Contractor Project Manager"), who shall serve as the single authoritative point of contact for the Contractor during the course of its activities pursuant to the Contract. The Contractor Project Manager shall be experienced in providing the services described in this Contract and in project management. The Contractor Project Manager shall be required to be available to LADBS in person or via phone within two (2) working hours.

The Contractor Project Manager shall have authority to: negotiate all Change Requests in accordance with Section 4.6, make reasonable project staff re-assignments, and make all communications to LADBS and its designated Project Manager as required to maintain efficient progress on the Project.

Nothing herein, however, shall be construed as precluding communication between subordinate persons for the purpose of consultation and cooperation, provided that no subordinates shall have actual or ostensible authority to authorize Change Orders, except as expressly provided in this Agreement.

2.3.3. Contractor's Project Staff Termination

In the event that Contractor's Project staff are terminated either by the Contractor or the individual, with or without cause, or if individual project staff are otherwise unavailable to perform services for the Contractor, Contractor shall provide LADBS written notification detailing the circumstances of the unavailability of the project staff and designate replacement personnel. Written notification shall be provided to LADBS prior to the date of termination or unavailability, to the maximum extent feasible, but no later than three (3) business days after the project staff termination or unavailability date.

2.3.4. Contractor's Project Staff Unavailability

The Contractor recognizes and agrees that early notification of project staff unavailability is essential to avoiding delays in completing the services established in this Contract.

2.3.5. Contractor's Project Staff Removal

The City shall maintain the right to have Contractor Key Personnel or other Contractor project staff removed or replaced for performance that is detrimental to the timely and accurate completion of the work described in this Contract or is a physical threat to project members or City property ("Detrimental Behavior"). Detrimental behavior shall include, but not be limited to, creating a hostile work environment, wasting time or other resources, working ineffectively or inefficiently, and not being available to perform assigned tasks. The City shall request in writing to the Contractor to remove and/or replace staff within ten (10) business days of the notice and Contractor must comply with City's request. If the actions constitute a serious threat to the Contract, breach of confidentiality, or physical or intellectual harm, the Contractor staff shall be removed immediately upon notice by the City without further discussion.

If the Contractor desires to replace Key Personnel, the Contractor shall deliver to the City ten (10) business days advance written notice of the proposed replacement. In the event it becomes necessary to replace Key Personnel for reasons beyond the control of Contractor (i.e. death, illness, individual suddenly left the employ, etc.), the Contractor shall immediately notify the City telephonically, in-person or by email that a replacement will be needed and then follow that notice within ten (10) business days with a written notice of proposed replacement.

Whatever the reason for replacing project staff, the Contractor shall designate the name and qualifications of the proposed replacement, whose qualifications and capabilities shall be at least equal to those of the person being replaced. All replacements of Key Personnel shall be subject to City's review and approval as described in Sections 2.3.1.

2.4. WORK NOT IN SCOPE

- 2.4.1. Contractor shall not perform any work unless the work is within the scope of this Contract. Contractor acknowledges and agrees that City neither has, nor will have, any liability to Contractor for any work performed that is outside the scope of this Contract.
- 2.4.2. Contractor shall immediately notify the designated LADBS Contract Administrator in writing of any work that is requested to be performed that is outside the scope of work described in Appendix 1. If it is determined that the request is outside the scope this Contract, Contractor shall not perform the requested work unless and until: (i) LADBS' designated contract administrator approves the request in writing and authorizes the use of any additional funds, if necessary, for the work; and (ii) a Contract amendment providing for an adjustment in Contractor's compensation and revision of the terms of the scope of work is approved by both parties.

SECTION 3. PAYMENT INFORMATION

3.1. COST OF WORK

3.1.1. Total Financial Obligation

The total amount to be paid by the City shall not exceed Seven Hundred Forty-Eight Thousand Dollars (\$748,000) ("Contract Ceiling") for the complete and satisfactory performance of the services and delivery of the deliverables stipulated herein. The City shall not be responsible for any amount that will exceed the Contract Ceiling amount under this Contract unless agreed to in a written amendment to this contract. All Deliverables completed by the Contractor must be accepted in writing by the City. If the City does not accept a Deliverable in writing no payment shall be due to the Contractor for that Deliverable. Contractor understands and agrees that execution of this Contract does not guarantee that any or all funds will be expended.

The Contract Ceiling amount includes Three Hundred Thirty-Seven Thousand and Nine Hundred Seventy-One Dollars (\$337,971) in contingency amount ("Contingency Amount"), against which the City may write Change Notices. Any work to be funded by the Contingency Amount must be approved by the City in accordance with a properly executed Request and Authorize Fixed-Price Additional Services Form, Change Notice, or amendment in advance of such work.

3.2. PAYMENT

3.2.1. Invoices

- 3.2.1.1. In no event will payment be made prior to the City verifying and approving that: 1) the services were rendered to the satisfaction of the City; 2) the work was approved; 3) a proper invoice has been submitted; and, 4) insurance requirements have been met.
- 3.2.1.2. Upon completion of the work designated by the Contract or work order,

the Contractor may request full payment for the work. After acceptance of the work by the General Manager, or designee, as satisfactory, and upon receipt of invoice for satisfactory work performed from the Contractor, the City shall make one (1) lump-sum payment for each deliverable in the amount specified in Exhibit 1.

The making of any payment to the Contractor under the Contract shall not relieve the Contractor of the Contractor's obligations to (i) produce and deliver the deliverables and (ii) provide the services, as required under this Contract and at the time or times specified. Contractor shall submit all invoices to the City at the following address:

Los Angeles Department of Building and Safety
Attention: Contract Administrator
201 North Figueroa Street, Suite 760B
Los Angeles, CA 90012
LADBS.ASD@lacity.org

3.2.1.3. Billing & Invoicing Requirement

Contractor is required to submit invoices that conform to City standards and include, at a minimum, the following information:

- Name and address of Contractor;
- Name and address of the City Department being billed;
- Date of the invoice and the period covered;
- Reference to the Contract number for this Contract;
- Description of the services performed and the amount due for the services, along with back up documentation for all items where cost reimbursement is sought;
- Name(s) of all Contractor's personnel performing the services for the City, the number of hours worked for each person, and the hourly rate for each person;
- Copy of written approval from LADBS authorizing on-site work to be performed;
- Payment terms, total due, and due date;
- Certification by a duly authorized officer;
- Remittance Address (if different than Contractor's address);
- Contractor's City of Los Angeles Business Tax Registration Certificate Number.

All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of Contractor. Evidence that tasks have been completed, in the form of a report, brochure, attendance sign-in rosters, or photographs, shall be attached to all invoices. Invoices shall be submitted within 30 calendar days of service, or monthly, and shall be payable to Contractor no later than 60 calendar days after acknowledged receipt of an acceptable invoice. Invoices are considered acceptable when appropriate documentation or services

provided are signed off as satisfactory by the General Manager, or designee. Notwithstanding the foregoing, City shall not be responsible for, and Contractor waives the right to seek, any late charges, late fees, interest, or penalties.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of Contractor. The City will not compensate Contractor for 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.

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the City Treasury.

3.2.2. Written Approval Required

Before services are provided for LADBS, Contractor must first receive written approval to proceed by LADBS ("Written Approval"). The Written Approval must include a detailed Task Order Agreement defining the scope of services, duration of engagement, and the budget for the project. Contractor shall not exceed the approved scope or budget for any project, nor shall the City be liable for any work or charges exceeding the approved scope or budget unless prior written approval from LADBS is obtained pursuant to Section 4.6.

3.2.3. Limitation of the Obligation of LADBS 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 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 said Contract. Contractor agrees that any services provided by Contractor, purchases made by Contractor, or expenses incurred by Contractor in excess of said appropriation(s) shall be free and without charge to the City and the City shall have no obligation to pay for said 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 the City appropriates additional funds for this Contract.

3.3. DELIVERABLES/WORK PRODUCT

The Department shall have the right to review each Deliverable/Work Product provided by Contractor under this Contract. Upon written notification by Contractor to LADBS that the Deliverable/Work Product is ready for review, LADBS shall have the right to either

accept or reject such Deliverable/Work Product. Payment for any Deliverable(s) will be made as specified in Section 3.1.

SECTION 4. CONTRACT PROVISIONS AND CERTIFICATIONS

4.1. CITY'S STANDARD PROVISIONS FOR CITY CONTRACTS

With the exception of PSCs 21, 22, and 43, Contractor agrees to comply with the Standard Provisions for City Contracts (Rev. 6/24) [v.1] which are attached as Attachment 1 and incorporated into this Contract as though fully stated herein. In addition to the Standard Provisions, Contractor shall comply with the following:

4.1.1. 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 or otherwise (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of Contractor, provided, however that Contractor hereby grants a non-exclusive, non-revocable, perpetual license to the City for its use of Work Products in any manner the City deems appropriate.

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 the City's license rights of all Work Products are preserved and protected as intended herein.

4.1.2. PSC-22 Data Protection

A. CONTRACTOR shall protect, using reasonable precautions, including industry-standard means and technology, 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.

4.1.3. PSC-43 Confidentiality

Removed in its entirety.

4.1.4. Disclosure of Border Wall Contracting Ordinance (DBWCO)

Contractor shall comply with Los Angeles Administrative Code (LAAC) Section 10.50 et seq., "Disclosure of Border Wall Contracting." 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 LAAC Section 10.50.1.

4.2. INSURANCE REQUIREMENTS

The Contractor shall maintain the required insurance with the identified limits of insurance requirements which are attached hereto this Contract and as required in the Standard Provisions for the entirety of the Contract. Contractor shall submit proof of the required insurance coverage prior to any specific job/task being awarded.

Electronic submission is the required method of submitting the Contractor's insurance documents. The Contractor shall register with the City's online insurance compliance system KwikComply at <https://kwikcomply.org/> and submit the appropriate proof of insurance (Attachment 2).

4.3. COMPLIANCE WITH LAWS

- 4.3.1. The Contractor shall carry out all applicable Federal, State and City laws and ordinances, including, but not limited to, building regulations and the nondiscrimination and Affirmative Action provisions of the laws of the United States of America, the State of California, and the City even though such requirements are not specifically mentioned in the Specifications.
- 4.3.2. All the applicable provisions of Section 10.8 through 10.8.6 Equal Employment Practices of the LAAC shall apply to this Agreement.
- 4.3.3. When Work required by this Contract is in conflict with any such law or ordinance, the Contractor shall notify the City and shall not proceed with the Work until the City has so ordered.

4.4. CARE AND CUSTODY

The Contractor accepts full responsibility for the security against loss or damage to the materials and equipment involved in the processes related to this Contract while in their possession or the possession of any of their agents. Contractor shall reimburse the City for any loss or damage to City materials or equipment in their agents care or custody.

4.5. SUBCONTRACTING

- 4.5.1. All subcontractors proposed to perform services in accordance with this Contract shall be licensed in accordance with the provisions of the Business and Professions Code of the State of California for the type of work to be performed.
- 4.5.2. All subcontractors shall be recognized as such, shall be considered agents of the Contractor, and the Contractor shall be held responsible for their Work.
- 4.5.3. All subcontractors or Contractors performing subcontractor type Work (i.e., Air Conditioning System) shall perform such Work at competitive prices. The Department may require that the Contractor submit proof that the subcontractor type Work or subcontractors performing Work for the City is performed at competitive prices based on the lowest bids.

4.6. AMENDMENTS/MODIFICATIONS/CHANGE ORDERS

Any amendments, adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of this Contract must be made by written amendment signed and approved by all necessary parties and signatories. If Contractor performs any modification without an approved amendment, the City shall not be obligated to pay for or accept said modification.

No Change Orders shall lead to a change in the quality and quantity of work product/deliverable, the deterioration of materials, or an increase in the Contract price ceiling. Change Orders may not alter the established deliverables without explicit written agreement by the City.

Change Orders may be issued to establish the cost for development and administration of additional desired training seminars, as described in Exhibit 1.

The following process shall be used to initiate and authorize changes which can be initiated by the Contractor or City:

- 4.6.1. A Change Request Form (Exhibit 2) must be used by the change initiator to request, analyze the impact to the work described in this Contract (time, other deliverables, and cost), and authorize the requested change.
- 4.6.2. The change initiator will deliver the completed Change Request Form to the City.
- 4.6.3. The City will have ten (10) days from receipt of the request to analyze the requested change, determine the next steps, and inform the change initiator of those next steps.

4.6.4. No work on changes shall commence until the request has been fully vetted and the Change Request form approved by the City.

4.7. GENERAL MANAGER'S DECISION IS BINDING

In determining whether there has been such non-compliance with the Contract as to warrant termination/suspension, the decision of the General Manager of Building and Safety shall be binding to both parties.

4.8. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement to provide services to the City and that the City has entered into contracts with other contractors. City may use any of the contractors with which City has contracts and, therefore, the City cannot estimate nor guarantee the volume or amount of work to be received by Contractor under this Contract.

4.9. CONFLICT OF INTEREST

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee or independent contractor of any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received by all parties to the contract, unless the notice specifies a later time.

4.10. GRATUITIES

Contractor represents and warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative, of Contractor, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this representation of this warranty, City may terminate the Contract, either in whole or in part, and any loss or damage sustained by City in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other rights and remedies available to City under law or contract.

4.11. REPRESENTATIONS AND WARRANTIES

4.11.1. Contractor has the full right and authority to enter into, execute, and perform its obligations under this Contract and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Contract.

4.11.2. 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.

- 4.11.3. Contractor shall maintain all professional licenses and/or certifications throughout the duration of this contract if such professional license and/or certification are required to perform a particular task project.
- 4.11.4. All professional services will be performed in a professional and workmanlike manner, according to at least minimum industry standards, and performed by competent personnel.

4.12. CONTRACTOR EVALUATION PROGRAM

At the end of this Contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the Contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, the financial issues, and the expertise of personnel that the Contractor assigns to the Contract. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed fourteen (14) calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

4.13. ATTACHMENTS/ORDER OF PRECEDENCE

All Attachments to which reference is made in this Contract are deemed incorporated in this Contract, whether or not actually attached. This Contract, and the Attachments hereto, are to be interpreted so that all of the provisions are given as full effect as possible. In the event of a conflict between these documents, the order of precedence shall be as follows:

- 1. The paragraphs in the body of this Contract;
- 2. Standard Provisions;
- 3. Appendix 1 – Structural-Civil Engineering Training Seminars Statement of Work;
- 4. Any other attachments to the Contract, exclusive of the Standard Provisions for City Contracts;
- 5. Request for Proposals ("RFP") No. 2019ETS008; and
- 6. Contractor's Response and all associated documents for RFP No. 2019ETS008.

4.14. ENTIRE AGREEMENT

This Contract, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between City and the Contractor and supersedes all other agreements between parties pertaining to the subject matter thereof. Contractor and City acknowledge that they have read and understood this Agreement and had an opportunity to consult with counsel of their choosing. To the extent any provision of the Agreement is ambiguous, no such provision shall be construed against either party as drafter of the provision.

(SIGNATURE PAGE FOLLOWS)

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.

APPROVED AND AGREED TO:

FOR THE CITY OF LOS ANGELES

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

BY _____
OSAMA YOUNAN
General Manager
Department of Building and Safety

Date

FOR S.K. GHOSH ASSOCIATES LLC

BY _____
SATYENDRA K. GHOSH
President
S.K. Ghosh Associates, LLC

Date

BY _____
HAMID NADERI
Chief Business Officer
S.K. Ghosh Associates, LLC

Date

APPROVED AS TO FORM:
Hydee Feldstein Soto, City Attorney

ATTEST:

BY _____
KAMRAN QAZI
Deputy City Attorney

BY _____
HOLLY L. WOLCOTT
City Clerk

Date _____

Date _____

Contractor's Los Angeles Business Tax Registration Certificate No. _____

CONTRACT NO. C-135528-1

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 6/24 [v.1])

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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

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

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

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

PSC-44. Contractor Data Reporting

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

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.

Limits

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

WC Statutory

EL _____

☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

General Liability

☐ Products/Completed Operations☐ Sexual Misconduct _____☐ Fire Legal Liability _____☐

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

Professional Liability (Errors and Omissions)

Discovery Period _____

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

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

Pollution Liability

☐

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

Crime Insurance

Other: _____

Required Insurance and Minimum Limits

Name: LADBS RFP for Engineering Staff Development TrainingDate: 08/10/2018Agreement/Reference: 2018ETS003 , Defray costs for staff development training for LADBS

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

<input checked="" type="checkbox"/>	Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)		
		WC	<u>Statutory</u>
		EL	<u>\$1,000,000</u>
<input checked="" type="checkbox"/>	Waiver of Subrogation in favor of City	<input type="checkbox"/>	Longshore & Harbor Workers
		<input type="checkbox"/>	Jones Act

<input checked="" type="checkbox"/>	General Liability <u>City of Los Angeles must be named as an additional insured party.</u>		<u>\$1,000,000</u>
<input checked="" type="checkbox"/>	Products/Completed Operations	<input type="checkbox"/>	Sexual Misconduct _____
<input type="checkbox"/>	Fire Legal Liability _____		
<input type="checkbox"/>	_____		

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

____ **Professional Liability** (Errors and Omissions) _____

Discovery Period _____

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

<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery
<input type="checkbox"/> Flood _____	<input type="checkbox"/> Builder's Risk
<input type="checkbox"/> Earthquake _____	<input type="checkbox"/> _____

____ **Pollution Liability** _____

☐ _____

____ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds 100% of the contract price

____ **Crime Insurance** _____

Other: Submitted to: Ryan Solis @ Building & Safety (LADBS) (213-482-7318), Aug 10, 2018.

(1) In the absence of imposed automobile liability insurance requirements, all contractors using vehicles during the course of this contract must adhere to the financial/liability responsibility laws of the State of California.

CITY OF LOS ANGELES
DEPARTMENT OF BUILDING AND
SAFETY

Structural Engineering Training
Seminars

Statement of Work

201 North Figueroa Street
Los Angeles, CA 90012

November 29, 2023

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SECTION 1. PROJECT OBJECTIVE

This Statement of Work ("SOW") dated November 29, 2023 sets forth the training services to be provided by S.K. Ghosh Associates, LLC ("S.K. Ghosh Associates, LLC" or "Contractor") to the City of Los Angeles ("City") for various structural-civil engineering topics. The SOW is to provide training services which will meet or exceed the requirements described in Request for Proposal (RFP) No. 2019ETS008. The overall objective is to obtain up-to-date, high quality instructor-led classroom training, visual aids, and related handout materials for technical training on various structural-civil engineering topics.

SECTION 2. SERVICES TO BE PROVIDED

This SOW is an arrangement for the Contractor to provide as-needed structural engineering training services and the deliverables defined herein. The City has established a list of topics in Section 2.3 and Contractor fees for specific training courses from this list in Appendix 2. However, the need may arise in the future to administer additional training courses on topics not listed herein but within the field of structural-civil engineering. Development and administration of these additional courses in structural-civil engineering topics is in the scope of this Agreement.

2.1 General Provisions

- 2.1.1 Contractor shall provide professional staff development training seminars and all associated materials as requested by the City, pursuant to the provisions of this SOW. The Contractor shall provide these services onsite at City facilities beginning no earlier than 8:00 a.m. and concluding no later than 3:00 p.m. on dates determined by the City.
- 2.1.2 The City agrees that only City staff will attend the seminars, and that the seminars will not be marketed to the public. The City will provide a final count of attendees to the Contractor five (5) business days prior to each seminar date.
- 2.1.3 The City will provide a suitable training room with classroom-style seating and a large screen to display the seminar presentation.
- 2.1.4 The base cost per seminar shall include instructor-led training for a minimum of 60 attendees with paper handouts for each attendee. Digital versions of the handouts may supplement, but not replace, the paper form.
- 2.1.5 Contractor shall perform all work in accordance with the City's policies, procedures, and standards. Instructors provided by Contractor under the Contract shall be subject to the City's approval as to qualifications and suitability for performance of the service described herein.
- 2.1.6 Contractor understands that the City may have, or subsequently enter into, other contracts with vendors for identical or similar services; therefore, Contractor agrees that this Contract does not grant an exclusive right to the Contractor to provide all contracted training services.

2.2 Development and Administration of Seminars

The following procedure shall be used to select, develop, and administer training seminars consistent with the fee schedule established in Appendix 2.

2.2.1 City Request for Training Session. The City will provide Contractor with a written training request, which will include, but is not limited to, the following:

- Training selection with a clear explanation of topics and objectives;
- The proposed training date(s);
- Class size;
- Number of sessions; and,
- The expected timeframe for submission of work proposal from Contractor.

2.2.2 Initial Planning Meeting. Contractor shall meet in-person with the City for an initial planning meeting to discuss the preferred topics and level of course detail. The City, at its sole discretion, may elect to hold this meeting remotely via teleconference.

2.2.3 Contractor Submission of Draft Materials. Following the initial planning meeting, Contractor shall submit work proposal specifications in accordance with the mutually agreed timeframe required by the City or notify the City immediately that Contractor is unable to perform the work requested. Contractor's work proposal specifications shall include, but are not limited to, the following:

- Draft training outline covering the desired topics;
- Draft Microsoft PowerPoint presentation and visual aids;
- Draft handout materials; and,
- Proposed Instructor's name and resume.

See Section 2.4 for additional information that may be required in Contractor's work proposal specifications.

2.2.4 City Review and Feedback on Draft Materials. The City shall review the draft materials and provide any necessary revisions or feedback to Contractor within ten (10) business days of receipt. Contractor shall attend up to four (4) conference calls with City personnel to discuss the in-progress training materials.

The City reserves the right to make any changes to courses and dates for no additional fee within thirty (30) calendar days prior to any scheduled Contractor training day.

2.2.5 Written Approval Required. Contractor shall not provide services prior to written approval from the City. Written approvals must include a detailed proposal defining the training topic, instructor(s), confirmation of training materials provided, training duration, maximum attendees, and budget amount. Contractor shall not exceed information prescribed within written approvals for any training, nor shall the City be liable for any charges

exceeding the approved training unless prior written approval from LADBS is obtained.

- 2.2.6 Post-Training Evaluation. Following each seminar, Contractor shall conduct a post-training evaluation activity to obtain feedback from attendees. These evaluations shall be shared with the City and used by Contractor to adjust and improve training materials and inform future course development. Contractor's post-training evaluation activity shall be shared with and approved by the City prior to implementation.

2.3 List of Training Topics

The following list includes the structural engineering topics currently envisioned for training seminars. However, the need may arise in the future to administer additional training courses on topics not listed herein but within the field of structural-civil engineering. The City reserves the right to add these additional topics in the future as needed.

	Category	Topic
1	Lateral Design	Seismic Design Manual - Volume I - Code Application Examples
2		Seismic Design Manual - Volume II - Examples of light frame, tilt-up, and masonry
3		Seismic Design Manual - Volume III - Concrete
4		Seismic Design Manual - Volume IV - Steel
5		Seismic Design Manual - Volume V - Seismically Isolated Buildings
6		Dynamic Analysis
7		Elastic Analysis with Response Spectra
8		Non-Linear Analysis
9		Wind Design
10		Design of High Rise and Tall Buildings
11		Project with Peer Review
12	Steel Design	Steel Moment Frames
13		Steel Braced Frames
14		Steel Shear Wall
15		Light Gauge Steel
16	Concrete Design	PT Slab
17		Two-way Slab
18		Concrete Moment Frames (New and Existing)
19		Concrete Shearwalls
20		Concrete Piles
21		Pre-Cast Concrete
22		Unreinforced Masonry
23		Non-Ductile Concrete Buildings
24	Additional Topics	Glass Design

2.4 Development and Administration of Additional Seminars

If the City's desired structural-civil engineering topic has not been priced out by the Contractor as a Training Course in Appendix 2, Contractor shall also include in the work proposal specifications the following information:

- Number of hours per session;
- Total flat rate, all-inclusive cost for development of the additional course;
- Total flat rate, all-inclusive cost for each administration of the seminar; and,
- Cost for additional handout materials for the additional course.

A Change Order, pursuant to Contract Section 4.6, shall be required to approve the costs for these additional courses.

SECTION 3. PROJECT TEAM

3.1 Key Personnel

The Contractor will provide a project team lead by a Project Manager, who will represent the Contractor in the management of the Project and interface with the City Project Manager in any decisions relating to the Project. This Contractor Project Manager will assume and lead all day-to-day management of all Contractor personnel and associated deliverables related to the required services. The City will provide a Project Manager to represent the City, who will communicate with the Contractor Project Manager, and represent the City in any decisions relating to the project.

In addition to the Contractor Project Manager, all instructors utilized for each training session shall be designated as Key Personnel for this project, pursuant to the provisions of Contract Section 2.3.1, Key Personnel.

3.1.1 Contractor Project Manager – The Contractor's Project Managers shall be:

Dr. S.K. Ghosh
S.K. Ghosh Associates, LLC
334 East Colfax Street, Unit E
Palatine, IL 60067
(847) 991-2700
skghoshinc@gmail.com

Hamid Naderi
S.K. Ghosh Associates, LLC
334 East Colfax Street, Unit E
Palatine, IL 60067
(512) 767-4384
hnaderi@iccsafe.org

LADBS Fee Schedule: Structural-Civil Engineering Topics
S.K. Ghosh Associates LLC

Revised 12/13/2023

#	Deliverable Name	Deliverable Description	Deliverable Cost	Instances Over 4 Years	Total Cost	Notes
1	Training Course 1	Lateral Design: Dynamic Analysis	\$6,090.00	4	\$24,360	Class duration is eight (8) hours.
2	Training Course 2	Lateral Design: Elastic Analysis with Response Spectra	\$6,090.00	4	\$24,360	Class duration is eight (8) hours.
3	Training Course 3	Lateral Design: Non-Linear Analysis	\$12,180.00	4	\$48,720	Class duration is sixteen (16) hours over two days.
4	Training Course 4	Lateral Design: Wind Design	\$6,090.00	4	\$24,360	Class duration is eight (8) hours.
5	Training Course 5	Lateral Design: Design of High Rise and Tall Buildings	\$12,180.00	4	\$48,720	Class duration is sixteen (16) hours over two days.
6	Training Course 6	Lateral Design: Project with Peer Review	\$3,150.00	4	\$12,600	Class duration is four (4) hours.
7	Training Course 7	Steel Design: Steel Moment Frames	\$4,725.00	7	\$33,075	Class duration is six (6) hours.
8	Training Course 8	Steel Design: Steel Braced Frames	\$6,090.00	7	\$42,630	Class duration is eight (8) hours.
9	Training Course 9	Steel Design: Steel Shear Wall	\$3,150.00	7	\$22,050	Class duration is four (4) hours.
10	Training Course 10	Steel Design: Light Gauge Steel	\$3,105.00	7	\$21,735	Class duration is four (4) hours.
11	Training Course 11	Concrete Design: PT Slab	\$3,150.00	7	\$22,050	Class duration is four (4) hours.
12	Training Course 12	Concrete Design: Two- Way Slab	\$4,725.00	7	\$33,075	Class duration is six (6) hours.
13	Training Course 13	Concrete Design: Concrete Moment Frames (New and Existing)	\$4,725.00	4	\$18,900	Class duration is six (6) hours.
14	Training Course 14	Concrete Design: Concrete Shearwalls	\$4,725.00	7	\$33,075	Class duration is six (6) hours.
15	Training Course 15 - Development	Chapter 7 Fire and Smoke Protection Features (Fire wall, fire barrier, fire partition, smoke barrier, smoke partition, shaft, fire assemblies, calculated fire resistance)	\$525.00	1	\$525	Costs established and approved via Change Order #3.
16	Training Course 15 - Each Administration	Chapter 7 Fire and Smoke Protection Features (Fire wall, fire barrier, fire partition, smoke barrier, smoke partition, shaft, fire assemblies, calculated fire resistance)	\$1,575.00	1	\$1,575	Costs established and approved via Change Order #3.
17	Training Course 16 - Development	Chapter 10 Means of Egress (occupant load, #exits, exit vs. exit access, stair enclosure, corridor, passageway)	\$525.00	1	\$525	Costs established and approved via Change Order #3.
18	Training Course 16 - Each Administration	Chapter 10 Means of Egress (occupant load, #exits, exit vs. exit access, stair enclosure, corridor, passageway)	\$1,575.00	1	\$1,575	Costs established and approved via Change Order #3.
19	Training Course 17 - Development	Existing Building Code (change of use, change of occupancy- what items of code need to be complied with)	\$525.00	1	\$525	Costs established and approved via Change Order #3.
20	Training Course 17 - Each Administration	Existing Building Code (change of use, change of occupancy- what items of code need to be complied with)	\$1,575.00	1	\$1,575	Costs established and approved via Change Order #3.
21	Training Course 18 - Development	Chapter 5 General Building Heights and Areas (allowable area, height, type of construction; mezzanines, area increases, accessory occupancy separation, special provisions)	\$525.00	1	\$525	Costs established and approved via Change Order #3.
22	Training Course 18 - Each Administration	Chapter 5 General Building Heights and Areas (allowable area, height, type of construction; mezzanines, area increases, accessory occupancy separation, special provisions)	\$1,575.00	1	\$1,575	Costs established and approved via Change Order #3.
23	Training Course 19 - Development	Disabled Access	\$1,050.00	1	\$1,050	Costs established and approved via Change Order #3.
24	Training Course 19 - Each Administration	Disabled Access	\$1,575.00	1	\$1,575	Costs established and approved via Change Order #3.
25	Training Course 20 - Development	Chapter 9 Fire Protection and Life Safety Systems	\$525.00	1	\$525	Costs established and approved via Change Order #3.
26	Training Course 20 - Each Administration	Chapter 9 Fire Protection and Life Safety Systems	\$1,575.00	1	\$1,575	Costs established and approved via Change Order #3.
27	Training Course 21 - Development	Energy Code	\$1,050.00	1	\$1,050	Costs established and approved via Change Order #3.
28	Training Course 21 - Each Administration	Energy Code	\$1,575.00	1	\$1,575	Costs established and approved via Change Order #3.
29	Training Course 22 - Development	Tenant improvements	\$525.00	1	\$525	Costs established and approved via Change Order #3.
30	Training Course 22 - Each Administration	Tenant improvements	\$1,575.00	1	\$1,575	Costs established and approved via Change Order #3.
31	Training Course 23- CBC Structural Webinar 1	CBC Chapter 16-18 updates; CBC Chapter 23 & ANSI/AWC SDPWS 2021 Updates; ASCE 7-16 Supplement #1	\$3,780.00	1	\$3,780	Costs established and approved via Change Order #4-1.
32	Training Course 24- CBC Structural Webinar 2	CBC Chapter 19 & ACI 318-19 Updates	\$3,780.00	1	\$3,780	Costs established and approved via Change Order #4-1.
33	Extra Handouts for Training Courses 1, 2, 4 or 8	Additional hard copy handouts from the noted training courses. Cost is per 10 additional handouts.	\$315.00	n/a	n/a	
34	Extra Handouts for Training Courses 3 and 5	Additional hard copy handouts from the noted training courses. Cost is per 10 additional handouts.	\$630.00	n/a	n/a	
35	Extra Handouts for Training Courses 6, 9, 10, and 11	Additional hard copy handouts from the noted training courses. Cost is per 10 additional handouts.	\$158.00	n/a	n/a	

LADBS Fee Schedule: Structural-Civil Engineering Topics
S.K. Ghosh Associates LLC

Revised 12/13/2023

#	Deliverable Name	Deliverable Description	Deliverable Cost	Instances Over 4 Years	Total Cost	Notes
36	Extra Handouts for Training Courses 7, 12, 13, and 14	Additional hard copy handouts from the noted training courses. Cost is per 10 additional handouts.	\$236.00	n/a	n/a	
37	Extra Handouts for Training Courses 15-22	Additional hard copy handouts from the noted training courses. Cost is per 10 additional handouts.	\$158.00	n/a	n/a	Costs established and approved via Change Order #3.
38	Additional Training Course - Development	Development of Additional Training Course	Varies	n/a	n/a	Costs to be established and approved via Change Order. See Appendix 1, Section 2.4
39	Additional Training Course - Each Administration	Administration of Additional Training Course	Varies	n/a	n/a	Costs to be established and approved via Change Order. See Appendix 1, Section 2.4
40	Additional Training Course - Extra Handouts	Extra Handouts for Additional Training Course	Varies	n/a	n/a	Costs to be established and approved via Change Order. See Appendix 1, Section 2.4

Sub-total Development and Course Admin \$409,710
10% Contingency for Addtl Course Development/Admin¹ \$337,971
Total Not-to-Exceed Amount \$748,000

10% Contingency allotted for Additional Training Courses \$337,971
Sub-total for Additional Training Courses 15-40 (Development and Course Admin) \$25,410
Sub-total Remaining Contingency for Additional Training Courses \$312,561

Notes

¹ Contingency includes an additional \$297,000 for remaining training courses

Training Request Form Change Order

Date	Training Topic	LADBS Contact Phone #
LADBS Contact Name		LADBS Contact Email
Number of Sessions	Class Size	Proposed Training Dates
Description of Training Requested		
Additional Information <ul style="list-style-type: none"> Contractor shall provide a detailed description of the training that will be provided and an of their experience providing training related to the topic above (limit 1 page). Contractor shall complete the attached form, Appendix 2 – Rate and Fee Schedule to list the training courses provided for this topic and the associated costs. Contractor shall submit their detailed description of the training provided and completed Appendix 2 to ladbs.contracts@lacity.org on or before the response deadline listed above. 		

TRAINING REQUEST APPROVALS

LADBS Bureau Approver Name	LADBS Bureau Approver Signature	Date
LADBS Executive Approver Name	LADBS Executive Approver Signature	Date

The section below is to be completed after the selection of the contractor has been completed by LADBS.

SELECTION AND DEPARTMENT APPROVALS

CHANGE ORDER NO. _____

Contractor Selected		Contract #
LADBS RMB Reviewer Name	LADBS RMB Reviewer Signature	Date
Executive Approver Name	Executive Approver Signature	Date

ACKNOWLEDGEMENT OF SELECTION

Contractor Representative's Name	Contractor Representative's Signature	Date
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