

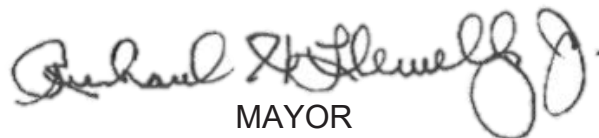
0150-10006-0002

TRANSMITTAL

TO The Council	DATE 12/07/21	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT	

Proposed Amendment No. 2 with Miron Electric Construction Corporation for Specialized High Voltage Services

Approved and transmitted for processing.
See the City Administrative Officer report attached.



MAYOR

(Rich Llewellyn for)

MWS:JPQ:10220017t

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

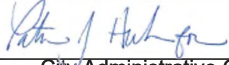
To: The Mayor	Date: 11-19-21	C.D. No. All	CAO File No.: 0150-10006-0002				
Contracting Department/Bureau: PW Bureau of Sanitation		Contact: Gabriel Viado, (310) 648-5061 Nancy Lantin, (213) 485-2158					
Reference: Transmittal from the Board of Public Works dated April 23, 2021.							
Purpose of Contract: To perform specialized high voltage services for the City's wastewater system.							
Type of Contract: () New contract (X) Amendment, C-123701		Contract Term Dates: May 12, 2017 to June 30, 2022					
Contract/Amendment Amount: \$0							
Proposed amount \$0 + Prior award(s) \$6,000,000 = Total \$6,000,000							
Source of funds: Sewer Construction and Maintenance Fund							
Name of Contractor: Miron Electric Construction Corporation							
Address: 9238 Deering Ave., Chatsworth, CA 91311							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program	X		
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested	X			11. Slavery & Border Wall Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: 100%				14. California Iran Contracting Act of 2010	X		

RECOMMENDATION

That the Council, subject to the approval of the Mayor, authorize the President or two members of the Board of Public Works and the Director of the Bureau of Sanitation to execute the proposed amendment with Miron Electric Construction Corporation for specialized high voltage services to extend the term by two years and four months for a total term of eight years and a cost not-to-exceed \$6,000,000, subject to approval by the City Attorney and compliance with the City's contracting requirements.

SUMMARY

In accordance with Executive Directive No. 3 (Villaraigosa series), the Board of Public Works (Board), on behalf of the Bureau of Sanitation (Bureau), requests authority to execute the proposed Amendment No. 2 (Amendment) to Contract No. 123701 with Miron Electric Construction Corporation (Miron Electric) for high voltage services for the City's wastewater system. The Amendment will extend the term for two years and four months for a total contract term of eight years. The Amendment does not change the cost ceiling of \$6,000,000. The contract expired on March 10, 2020 and the Amendment will allow for the continuation of services until June 30, 2022.

Jessica Quach			
JPQ	Analyst	10220017	City Administrative Officer

The City's wastewater system consists of four water reclamation plants and 44 wastewater pumping plants. The electrical distribution system for these facilities utilizes high voltage equipment including switchgears, substations, transformers, and protective relays. Modernization and modification of the electrical system can only be performed by those that are Underwriters Laboratories (UL) listed. UL is a global company that performs research and publishes standards for product safety and working environments. The Bureau can perform some preventative tasks, but lacks the certification and expertise for maintaining and upgrading the electrical infrastructure.

In 2014, the Board executed Contract No. 123701 for a term of three years and three one-year options and a cost ceiling of \$6,000,000. In 2017, the Board executed Amendment No. 1 which updated compensation and invoicing language and added the Iran Contracting Act of 2010 to the contracting compliance requirements. Amendment No. 1 did not change the term or contract ceiling. The proposed Amendment will update the compensation language and contracting compliance requirements including local business performance, compliance with identity theft laws, and disclosure of border wall contracting. In addition, the Amendment will extend the term for an additional two years and four months for a total of eight years. The proposed Amendment does not change the contract ceiling.

In accordance with the Los Angeles Administrative Code Section 10.5(b), Council approval is required as the term of the contract exceeds three years and the estimated annual cost exceeds \$169,418 which is the contract exemption limit.

FISCAL IMPACT STATEMENT

There is no General Fund impact. Funding is to be provided by the Sewer Construction and Maintenance Fund. The Agreement contains a Financial Liability Clause which limits the City's annual financial obligation to the amount approved in the corresponding year's budget.

FINANCIAL POLICIES STATEMENT

The recommendations in this report complies with the City's financial policies as expenditures of special funds are limited to the mandates of the funding source.

MWS:JPQ:10220017

Attachment

CONTRACT NO. C-123701

AMENDMENT NO. 2
TO
CONTRACT C-123701
BETWEEN
THE CITY OF LOS ANGELES AND
MIRON ELECTRIC CONSTRUCTION CORPORATION
FOR
SPECIALIZED HIGH VOLTAGE SERVICES
IN THE CITY OF LOS ANGELES

AMENDMENT NO. 2 TO CONTRACT C-123701 BETWEEN THE CITY OF LOS ANGELES
AND MIRON ELECTRIC CONSTRUCTION CORPORATION FOR SPECIALIZED HIGH
VOLTAGE SERVICES IN THE CITY OF LOS ANGELES

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AMENDMENT NO. 2 TO CONTRACT C-123701 BETWEEN THE CITY OF LOS ANGELES
AND MIRON ELECTRIC CONSTRUCTION CORPORATION FOR SPECIALIZED HIGH
VOLTAGE SERVICES IN THE CITY OF LOS ANGELES

This AGREEMENT AMENDMENT 2, made and entered into by and between the City of Los Angeles, a municipal corporation acting by order of and through its Board of Public Works, hereinafter called the "CITY," and "Miron Electric Construction Corporation" hereinafter referred to as the "CONTRACTOR"; is set forth as follows:

W I T N E S S E T H

WHEREAS, the CITY has a need for services to modify, modernize, and perform preventive and predictive maintenance of high voltage electrical distribution infrastructure of its wastewater treatment plants, wastewater reclamation plants, and sewage pumping plants; and

WHEREAS, the CITY is committed to maintaining the high voltage electrical distribution infrastructure of its wastewater treatment plants, wastewater reclamation plants, and sewage pumping plants; and

WHEREAS, the CONTRACTOR'S services are deemed to be vital to meet the CITY'S commitment to maintain the high voltage electrical distribution infrastructure of its wastewater treatment plants, wastewater reclamation plants, and sewage pumping plants; and

WHEREAS, the CITY entered into an agreement (Contract C-123701) with the CONTRACTOR on March 10, 2014, to provide services to maintain the high voltage electrical distribution infrastructure of its water reclamation plants and sewage pumping plants, during the course of a three (3) year period with three (3) additional one (1)-year renewal options; and

WHEREAS, the CITY and the CONTRACTOR have agreed, through negotiation, to extend the AGREEMENT through June 30, 2022; and

WHEREAS, this CONTRACT is being amended to clarify language in Article 10 as it relates to compensation and invoicing; and

WHEREAS, the CONTRACTOR meets the State, Federal, and Local requirements to perform the high voltage services required of this CONTRACT; and

WHEREAS, the services provided by the CONTRACTOR are of an expert and technical nature;

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the terms and conditions of this AGREEMENT, it is understood and agreed by and between the parties hereto as follows:

ARTICLE 1 – SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

No change to this Article.

ARTICLE 2 – DEFINITIONS

No change to this Article.

ARTICLE 3 – PROJECT DESCRIPTION

No change to this Article.

ARTICLE 4 – RESPONSIBILITIES OF AND SERVICES TO BE PERFORMED BY THE CONTRACTOR

No change to this Article.

ARTICLE 5 – KEY CONTRACTOR PERSONNEL

No change to this Article.

ARTICLE 6 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY

Modify this Article to read as follows:

The CITY designates Gabriel Viado as its CITY PROJECT MANAGER to represent the CITY in all matters within the scope of the CONTRACT relating to the conduct and approval of the work to be performed. Whenever the term “approval of the CITY,” “consult with the CITY,” “confer with the CITY,” or similar terms are used, they shall refer to the CITY PROJECT MANAGER. The CITY PROJECT MANAGER may designate an assistant to act in his stead. The CITY may designate another CITY employee to succeed Gabriel Viado as

the CITY PROJECT MANAGER. The CONTRACTOR will be notified in writing in such an event.

The CITY shall furnish, without charge, facilities and resources available to the CONTRACTOR as deemed reasonably necessary and appropriate by the CITY.

ARTICLE 7 – TERM OF CONTRACT AND TIME OF EFFECTIVENESS

Modify this Article to read as follows:

The original term of this CONTRACT is for three (3) years with three (3) additional one (1)-year renewal options from the date of execution by the CITY. The term of this CONTRACT is hereby extended an additional two (2) years and four (4) months, extending the CONTRACT term to June 30, 2022(end of Fiscal Year 2021-2022), unless terminated as provided under Article 8 or extended by amendment to this CONTRACT and signed by both parties.

The date of full execution is defined as the date when all of the following events have occurred:

- (a) This CONTRACT has been signed on behalf of the CONTRACTOR by the person or persons authorized to bind the CONTRACTOR hereto;
- (b) This CONTRACT has been approved by the City Council and 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;
- (d) This CONTRACT has been signed on behalf of the CITY by the person designated to so sign by the CITY Council and/or by the Board, officer or employee authorized to enter into this CONTRACT.

ARTICLE 8 – TERMINATION

No change to this Article.

ARTICLE 9 – SUBCONTRACT APPROVAL (BUSINESS INCLUSION PROGRAM)

No change to this Article.

ARTICLE 10 – COMPENSATION, INVOICING, AND PAYMENT

Modify this Article to read as follows:

Compensation for services provided under this CONTRACT shall be provided on Cost Reimbursement – Hourly Billing Rate basis, Lump Sum basis, or a combination thereof, at the sole discretion of the CITY. For Cost Reimbursement, compensation is defined as the sum of: (1) Labor Cost at Hourly Billing Rates; (2) Other Direct Costs as defined in 10.1.1; (3) Subcontract Expenses as defined in 10.1.2; (4) Profit as defined in 10.1.3; (5) Bonds as defined in 10.1.4; and (6) Administrative Fee as defined in 10.1.5. For the Lump Sum basis, compensation is defined solely as the Lump Sum.

10.1 Cost Reimbursement – Hourly Billing Rate Basis

Cost Reimbursement – Hourly Billing Rate is a method of compensation whereby the CONTRACTOR is compensated on an hourly basis pursuant to established Hourly Billing Rates set forth hereunder. The hourly billing rates shall be approved by the CITY PROJECT MANAGER for the CONTRACTOR'S employees' time directly chargeable to their performance of the project work and includes salary, fringe benefits, general and administrative overhead, and other business expenses incurred by the CONTRACTOR. Reimbursement for Other Direct Costs and Subcontractor Expenses shall be in accordance with Section 10.1.1 and 10.1.2 of this CONTRACT.

Position	Rate (\$/hr)
Wireman - Journeyman	\$141.45
Wireman - Foreman	\$152.65
Wireman – Gen Foreman/Sup	\$165.19
Engineer/Project Manager	\$199.07

Subcontractor Hourly Billing Rates are negotiated by the CONTRACTOR and the CITY PROJECT MANAGER per project. Except for rates for employees covered under prevailing wage requirements as described in section 10.7, Hourly Billing Rate increases are limited to once per year, per employee, on the anniversary date of the CONTRACTOR'S CONTRACT execution, and are subject to the approval of the CITY PROJECT MANAGER.

Any adjustments to SUBCONTRACTOR'S Hourly Billing Rates shall be reviewed and approved by the CITY PROJECT MANAGER prior to invoicing. Adjustments to SUBCONTRACTOR'S Hourly Billing Rates may be increased one time per year, per employee, on the anniversary date of the CONTRACTOR'S CONTRACT

execution, and are subject to approval of the CITY PROJECT MANAGER. Any such increases shall be in accordance with established BUREAU policy existing at the time the adjustment is approved.

10.1.1 "Other Direct Cost" includes those costs of the CONTRACTOR directly identifiable to or incurred in the performance of services hereunder, including but not limited to reproduction, freight, messenger service, travel (in accordance with established CITY policies), equipment owned or rented by the CONTRACTOR (any equipment purchased and paid for under this project shall become the property of the CITY), auto mileage charges (based on IRS allowable amounts), materials, permits, third party inspection or evaluation fees, sales taxes, and supplies used in the work. Communication expenses, cost of office space, equipment, and supplies furnished to CITY personnel at the CONTRACTOR'S location shall be paid by the CITY. The CITY shall receive the full benefit of any free travel, frequent flyer mileage, discounts and/or any other advantages which are acquired by the CONTRACTOR as a result of CITY-sponsored travel.

10.1.2 "Subcontract Expenses" shall be the actual amount paid by the CONTRACTOR to the SUBCONTRACTOR for their services to the CITY.

10.1.3 "Profit" shall be limited to five percent (5%) and shall be applied to the summation "Hourly Billing Rates," "Other Direct Costs," and "Subcontract Expenses."

10.1.4 "Bonds" shall be limited to one percent (1%) and shall be applied to the summation of "Hourly Billing Rates," "Other Direct Costs," and "Subcontract Expenses."

10.1.5 "Administrative Fee" shall be limited to ten percent (10%) and shall be applied to the summation of "Other Direct Costs" and "Subcontract Expenses."

10.2 Lump Sum Basis is a method of compensation whereby the CONTRACTOR is compensated for percent completion of designated milestones for a specific project. All of the CONTRACTOR'S costs including hourly rate, overhead, direct costs, SUBCONTRACTOR expenses, mark up, and profit are included in the lump sum amount.

10.3 Costs incurred by the CONTRACTOR prior to the actual date of full execution of this CONTRACT shall only be payable to the CONTRACTOR if said costs were incurred in completing any task specifically authorized by this CONTRACT and said costs are reviewed and approved by the CITY and said approval for payment occurs after this CONTRACT is fully executed.

10.3.1 The CITY will not pay for the CONTRACTOR'S nor SUBCONTRACTOR'S personnel for invoice preparation. The CITY will not pay for the CONTRACTOR'S nor SUBCONTRACTOR'S communication expenses and computer time charges.

10.4 Compensation

The CONTRACTOR agrees to perform the work specified in Article 4.4 and the CITY shall compensate the CONTRACTOR on a Cost Reimbursement - Hourly Billing Rate basis, Lump Sum basis, or a combination thereof, at the sole discretion of the CITY.

10.4.1 The CONTRACTOR must submit the labor and equipment rates to the CITY PROJECT MANAGER for approval at the beginning of this CONTRACT and every time there is a change. The labor and equipment rates for approval are to be submitted utilizing a CITY PROJECT MANAGER provided electronic format.

10.4.2 The CONTRACTOR and all SUBCONTRACTORS performing work under this CONTRACT are to comply with all provisions of the State's Prevailing Wage Requirements.

10.4.3 The equipment list submitted for rate approval shall clearly identify the name, model, capacity (if any), and code number, as listed in the latest Cal-Trans Labor Surcharge and Equipment Rental Rates for each equipment. Equipment will be paid at Cal-Trans rates, as listed in "Labor Surcharge and Equipment Rental Rates." If the equipment is not in the Cal-Trans List, the CONTRACTOR is to submit the nearest similar equipment classification at the next higher rate.

10.4.4 Work performed in absence of or contrary to the CITY PROJECT MANAGER'S instructions and consent will not be compensated.

10.4.5 Final Inspection/Acceptance

Final inspection and acceptance of work performed under this CONTRACT will be in accordance with Section 00407 of General Condition and Section 01452 of the General Requirement.

10.5 Invoicing and Payment

The CONTRACTOR shall, upon completion of work, or on a monthly basis for projects with a duration greater than one month, submit to the CITY an original and three (3) copies of an invoice in a format acceptable to the CITY which will include all costs for services provided. A Subcontractor Utilization Attachment (Schedule B), Exhibit 2, listing Minority/Women/Other Business Enterprise amounts invoiced shall also be submitted as part of the monthly invoice. The CONTRACTOR must provide an explanation for any item that falls short of the planned utilization, along with specific plans and recommendations for recovering from these shortfalls. No such invoices shall be paid without the Subcontractor Utilization Attachment.

The CITY shall review the CONTRACTOR'S invoice and notify the CONTRACTOR of exceptions or disputed items and their dollar amount. The total invoice amount, less any exceptions or disputed items shall be considered approved for payment by the CITY. The CITY shall pay the CONTRACTOR all amounts approved for payment after the CITY PROJECT MANAGER receives the CONTRACTOR'S invoice.

Gabriel Viado
Hyperion Water Reclamation Plant
12000 Vista Del Mar
Playa Del Rey, CA 90293

10.6 False Claims Act

The CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the California False Claim Act (Cal.Gov. Code 12650 et.seq.), including treble damages, cost of legal actions to recover payments and civil penalties of up to \$10,000 per false claim.

ARTICLE 11 – PREVAILING WAGES

No change to this Article.

ARTICLE 12 – AMENDMENTS, CHANGES, OR MODIFICATIONS

No change to this Article.

ARTICLE 13 – INDEMNIFICATION, INSURANCE, AND BONDS

No change to this Article.

ARTICLE 14 – INDEPENDENT CONTRACTOR

No change to this Article.

ARTICLE 15 – WARRANTY AND RESPONSIBILITY OF CONTRACTOR

No change to this Article.

ARTICLE 16 – INTELLECTUAL PROPERTY INDEMNIFICATION

No change to this Article.

ARTICLE 17 – INTELLECTUAL PROPERTY WARRANTY

No change to this Article.

ARTICLE 18 – OWNERSHIP AND LICENSE

No change to this Article.

ARTICLE 19 – SUCCESSORS AND ASSIGNS

No change to this Article.

ARTICLE 20 – CONTACT PERSONS – PROPER ADDRESSES – NOTIFICATION

Modify this Article to read as follows:

All notices shall be made in writing and may be given by personal delivery, regular mail,

facsimile transmission, or electronic mail. Notices sent by regular mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

To The CITY PROJECT MANAGER:

Contact Person: Gabriel Viado
Telephone No.: (310) 648-5061
Email Address: Gabriel.Viado@lacity.org
Address: LA Sanitation
12000 Vista del Mar
Playa del Rey, CA 90293
Attn: Gabriel Viado

To The CONTRACTOR:

Contact Person: Ron Kaufman
Telephone No.: (818) 772-9494
Email Address: rkaufman@mironelectric.com
Address: 9238 Deering Avenue
Chatsworth, CA 91311

To The INSPECTOR:

Contact Person: Bill Benson
Telephone No.: (213) 847-2445
Cell: (213) 440-9138
Email Address: William.Benson@lacity.org
Address: Bureau of Contract Administration
Metro East Districts 1 and 6
1149 S. Broadway St., 3rd Fl.
Los Angeles, CA 90015-2213
Attn: Bill Benson, Principal Construction Inspector

ARTICLE 21 – EXCUSABLE DELAYS (FORCE MAJEURE)

Modify this Article to read as follows:

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 or delays in transportation, terrorist acts, insurrections or other civil disturbances, acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform. These events are referred to in this provision as "Force Majeure Events."

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

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

ARTICLE 22 – DRUG AND ALCOHOL TESTING

No change to this Article.

ARTICLE 23 – SEVERABILITY

No change to this Article.

ARTICLE 24 – DISPUTES

No change to this Article.

ARTICLE 25 – ENTIRE CONTRACT

No change to this Article.

ARTICLE 26 – APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

No change to this Article.

ARTICLE 27 – CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

No change to this Article.

ARTICLE 28 – WAIVER

No change to this Article.

ARTICLE 29 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

No change to this Article.

ARTICLE 30 – PERMITS

No change to this Article.

ARTICLE 31 – DISCOUNTS

No change to this Article.

ARTICLE 32 – CLAIMS FOR LABOR AND MATERIALS

No change to this Article.

ARTICLE 33 – BREACH

No change to this Article.

ARTICLE 34 – MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT

Modify this Article to read as follows:

Unless otherwise exempt, this CONTRACT is subject to the applicable non-

discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

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

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

ARTICLE 35 – EQUAL EMPLOYMENT PRACTICES

No change to this Article.

ARTICLE 36 – AFFIRMATIVE ACTION PROGRAM

No change to this Article.

ARTICLE 37 – CHILD SUPPORT ASSIGNMENT ORDERS

No change to this Article.

ARTICLE 38 – LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE (FOR NON-CONSTRUCTION SERVICES)

No change to this Article.

ARTICLE 39 – AMERICANS WITH DISABILITIES ACT

No change to this Article.

ARTICLE 40 – CONTRACTOR RESPONSIBILITY ORDINANCE

No change to this Article.

ARTICLE 41 – MBE/WBE/OBE SUBCONTRACTOR OUTREACH PROGRAM

No change to this Article.

ARTICLE 42 – EQUAL BENEFITS ORDINANCE

No change to this Article.

ARTICLE 43 – SLAVERY DISCLOSURE ORDINANCE

No change to this Article.

ARTICLE 44 – CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

No change to this Article.

ARTICLE 45 – MUNICIPAL LOBBYING ORDINANCE

No change to this Article.

ARTICLE 46 – FIRST SOURCE HIRING ORDINANCE

No change to this Article.

ARTICLE 47 – COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(C)(12) FOR MEASURE H/CONTRACTOR CONTRIBUTION/FUNDRAISING

No change to this Article.

ARTICLE 48 – IRAN CONTRACTING ACT OF 2010

No changes to this Article.

(ADD) ARTICLE 49 – 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 Article 11 hereof.

(ADD) ARTICLE 50 – SUSPENSION

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

(ADD) ARTICLE 51 – DATA PROTECTION

47.1 The CONTRACTOR shall protect, using the most secure means and technology that is commercially available, CITY-provided data or consumer-provided data acquired in the course and scope of this CONTRACT, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). The CONTRACTOR shall notify the CITY in writing as soon as reasonably feasible, and in any event within 24 hours, of the CONTRACTOR'S discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, system outage, or instability or degradation due to computer malware or virus. The CONTRACTOR shall begin remediation immediately. The CONTRACTOR shall provide daily updates, or more frequently if required by the CITY, regarding the findings and actions performed by the CONTRACTOR until the Data Breach or Security Incident has been effectively resolved to the CITY'S satisfaction. The CONTRACTOR shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with the CITY. At the CITY'S sole discretion, the CITY and its authorized agents shall have the right to lead or participate in the investigation. The CONTRACTOR shall cooperate fully with the CITY, its agents, and law enforcement.

47.2 If the CITY is subject to liability for any Data Breach or Security Incident, then the CONTRACTOR shall fully indemnify and hold harmless the CITY and defend against any resulting actions.

(ADD) ARTICLE 52 – LOCAL BUSINESS PREFERENCE ORDINANCE

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

(ADD) ARTICLE 53 – CONTRACTORS’ USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS

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

(ADD) ARTICLE 54 – COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS

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

(ADD) ARTICLE 55 – COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164

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

If applicable, the CONTRACTOR shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been

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

(ADD) ARTICLE 56 – POSSESSORY INTERESTS TAX

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

(ADD) ARTICLE 57 – CONFIDENTIALITY

All documents, information and materials provided to the CONTRACTOR by the CITY or developed by the CONTRACTOR pursuant to this CONTRACT (collectively "Confidential Information") are confidential. The CONTRACTOR shall not provide 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 the CITY or as required by law. The CONTRACTOR shall immediately notify the CITY of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this CONTRACT.

(ADD) ARTICLE 58 – DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

The CONTRACTOR shall comply with Los Angeles Administrative Code Section 10.50 *et seq.*, 'Disclosure of Border Wall Contracting', as amended from time to time. The CITY may terminate this CONTRACT at any time if the CITY determines that the CONTRACTOR failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

The CONTRACTOR shall be subject to the disclosure requirements of the Disclosure of Border Wall Contracting Ordinance (DBWCO), LAAC Section 10.50 *et seq.*, as amended from time to time. The CONTRACTOR shall complete and upload a DBWCO Affidavit to www.labavn.org.

For additional information regarding the requirements of the DBWCO, the CONTRACTOR may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year written below.

CITY OF LOS ANGELES

**MIRON ELECTRIC CONSTRUCTION
CORP**

By: _____

By: _____

Title: Commissioner, Board of Public Works

Ronald Kaufman

Date: _____

Title: CEO

By: _____

Date: _____

Title: Commissioner, Board of Public Works

Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____

Adena Hopenstand

Title: Deputy City Attorney

Date: _____

ATTEST: HOLLY WOLCOTT, City Clerk

By: _____

Title: Deputy City Clerk

Date: _____

Exhibit 1

**MBE/WBE/OBE Outreach Requirements
Schedule A**

COPY

Schedule A

LIST OF POTENTIAL MBE/WBE/OBE SUBCONSULTANTS

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

No.	Company Name Address Telephone/Contact Person	License No.	MBE/ WBE/ OBE	Description of work to be performed.
	DeYoung Power Systems 2011 W. Park Ave Redland, CA 92373 909-748-7400 -Steve DeYoung	586988	OBE	Field Testing & MV Cable Splicing
	Electrical System Engineering 12991 Los Nietos Road Norwalk, CA 90670 (562) 906-6390 Rhonda Hennssy	482587	OBE	Power Systems Studies & Field Testing
	Emerson - Electrical Reliability Services 10606 Bloomfield Ave. Santa Fe Springs, CA 90670 562-236-9555, David Paik	284161	OBE	*limited scope -only if <\$25,000 Power Systems Studies & Field Testing, -See restrictions on proposal in GFE
	Lee & Ro 1199 S. Fullerton Rd. City of Industry, CA 91748 626-912-3391 - Rick Liskow		MBE	Power Systems Studies
	Power Tech Engineers, Inc 355 South Lemon Ave, Suite A Walnut, CA 91789 909-595-5314/Maria Hernandez-Solis		MBE	Power Systems Studies & Field Testing
	Transformer Testing & Repairs PO Box 2219 Susisun City, CA 94585 707-421-9398, Mike Jenkins		OBE	Transformer Oil Sampling, Analysis, Processing & Repair work

NOTE: I hereby declare that I will be utilizing this list to solicit proposals from these subconsultants before responding to a specific project under the
SPECIALIZED HIGH VOLTAGE SERVICES RFQ



Signed

Ronald Kaufman

Typed Name

President

Title

Sept 1, 2011

Date

MUST BE SUBMITTED WITH BID

COPY

Schedule A

LIST OF POTENTIAL MBE/WBE/OBE SUBCONSULTANTS

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

No.	Company Name Address Telephone/Contact Person	License No.	MBE/ WBE/ OBE	Description of work to be performed.
	Ballesteros & Associates 1106 W. Magnolia Burbank, CA 91506 (818) 842-7285 Marissa Galang		MBE	Power Systems Studies

NOTE: I hereby declare that I will be utilizing this list to solicit proposals from these subconsultants before responding to a specific project under the SPECIALIZED HIGH VOLTAGE SERVICES RFQ


Signed

Ronald Kaufman
Typed Name

President
Title

Sept 1, 2011
Date

MUST BE SUBMITTED WITH BID

Exhibit 2

**MBE/WBE/OBE Outreach Requirements
Schedule B**

**SCHEDULE B
TASK WORK ORDER LIST OF SUBCONSULTANTS**

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)


Project Title Specialized High Voltage Services	Work Order Number
--	--------------------------

Contractor Miron Electric Construction Corp.	Address 9238 Deering Ave., Chatsworth, CA 91311
Contact Person Ronald Kaufman	Phone/Fax 818-772-9494 x101/818-772-9498

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)

NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/SBE/EBE/DVBE/OBE	CALTRANS/CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT
Siemens Industry Inc. /Building Technologies 6141 Katella Avenue Cypress, CA 90630 858-275-4323	Repairs Electrical Equipment	OBE		\$48,719.26
Inverter Technology, Inc 12145 Mora Dr. #11 Santa Fe Springs, CA 90670 (800) 860-0014	Repairs Electrical Equipment	OBE		\$5,505.50
Spectrum Geophysics 20434 Corisco Street Chatsworth, CA 91311 818-886-4500	Ground Penetrating Radar Scans	SBE		\$1,307.50
Rouch Rebar, Inc 3738 Bayer Ave., Suite 101 Long Beach, CA 90808 562-788-0401	Concrete Reinforcing Steel	WBE/SBE		\$4,330.00

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$15,000.00	0.6%
TOTAL WBE AMOUNT	\$4,330.00	0.2%
TOTAL SBE AMOUNT	\$24,129.50	1.0%
TOTAL EBE AMOUNT	0.00	0.0%
TOTAL DVBE AMOUNT	\$0.00	0.0%
TOTAL OBE AMOUNT	\$334,225.83	13.3%
BASE BID AMOUNT	\$2,523,051.43	



Signature of Person Completing this Form

Ronald Kaufman

Printed Name of Person Completing this Form

President 11/19/2020

Title Date

MUST BE SUBMITTED PRIOR TO THE ISSUANCE OF THE NOTICE TO PROCEED

Exhibit 3

INSURANCE REQUIREMENTS PACKAGE

Exhibit 4

EQUAL BENEFITS ORDINANCE

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 – Fax: (213) 847-2777

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Your company must certify compliance with Los Angeles Administrative Code Section 10.8.2.1, *et seq.*, Equal Benefits Ordinance (EBO), prior to the execution of a City agreement the value of which exceeds \$5,000.

SECTION 1. CONTACT INFORMATION

Project Name: Specialized High Voltage Service BAVN ID # 11900

Company Name: Miron Electric Construction Corp.

Company Address: 9238 Deering Ave.

City: Chatsworth State: CA Zip: 91311

Contact Person: Ronald Kaufman Phone: 818-772-9494 E-mail: rkaufman@mironelectric.com

Approximate Number of Employees in the United States: 4

Approximate Number of Employees in the City of Los Angeles: 4

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. A contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract.
- B. A contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City.
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

EBO COMPLIANCE

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and Rules and Regulations and have determined that compliance shall be effectuated as indicated below:

- I have previously contracted with the City of Los Angeles, been determined to be in compliance with the EBO, and have **NOT** altered my benefits programs as they relate to providing equal coverage to an employee’s spouse/domestic partner.
- I have no employees.
- I provide no benefits.
- I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- I provide equal benefits in accordance with the City of Los Angeles EBO.
- I provide employees a “Cash Equivalent” in accordance with EBO Regulation #4.
- All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA (Refer to Regulation #4).
- Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins (Date) _____.

SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance. Furthermore, I understand that failure to comply may be deemed a material breach of any City contract by the Awarding Authority; the Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of the Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

Miron Electric Construction Corp. will comply with the Equal Benefits Ordinance requirements
Company Name
as indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 14 day of February, in the year 2012, at Los Angeles, CA
(City) (State)
Ronald Kaufman 9238 Deering Ave
Signature Mailing Address
Ronald Kaufman Chatsworth, CA 91311
Name of Signatory (please print) City, State, Zip Code
President 95-1934909
Title EIN/TIN

Exhibit 5

SLAVERY DISCLOSURE ORDINANCE

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments to the Awarding Authority. This is required only of the Company actually selected for award of a Contract. It must be done before the Contract or Contract amendment can be executed. Questions regarding the Affidavit may be directed to the Department of Public Works, Office of Contract Compliance located at 1149 S. Broadway Street, 3rd Floor, Los Angeles, California 90015. Phone: (213) 847-1922; Fax: (213) 847-2777.

City Department Awarding Agreement Bureau of Sanitation Department Contact Person Bahram Roshanian

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

- I, Ronald Kaufman, am authorized to bind contractually the Company identified below.
- Information about the Company entering into a Contract with the City is as follows:

<u>Miron Electric Construction Corp.</u>	<u>818-772-9494</u>	<u>95-1934909</u>
Company Name	Phone	Federal ID #
<u>9238 Deering Ave.</u>	<u>Chatsworth</u>	<u>CA 91311</u>
Street Address	City	State Zip
- Has the Company submitted the SDO Affidavit previously? NO YES Date of prior submission: 10-25-07
If "NO," complete Section 4, 5, and 6. If "YES," list the date of prior submission and skip to Section 6 and execute the form.
- The Company came into existence in 1957 (year).
- The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that:

 The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.

 The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.

 The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.
- I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.

Executed on 8-18-11 at Los Angeles, CA
(Date) (City) (State)

Signature: Ronald Kaufman Title: President

DEFINITIONS

- Awarding Authority** means a subordinate or component entity or person of the City, such as a City Department or Board of Commissioners, that has the authority to enter into a Contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.
- Company** means any person, firm, corporation, partnership or combination of these.
- Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.
- Designated Administrative Agency (DAA)** means the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance.
- Enslaved Person** means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.
- Investment** means to make use of an Enslaved Person for future benefits or advantages.
- Participation** means having been a Slaveholder during the Slavery Era.
- Predecessor Company** means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.
- Profits** means any economic advantage or financial benefit derived from the use of Enslaved Persons.
- Slavery** means the practice of owning Enslaved Persons.
- Slavery Era** means that period of time in the United States of America prior to 1865.
- Slaveholder** means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.
- Slaveholder Insurance Policies** means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.
- Affidavit** means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

Exhibit 6

**NON-DISCRIMINATION, EQUAL EMPLOYMENT,
AFFIRMITIVE ACTION**

CITY OF LOS ANGELES AFFIRMATIVE ACTION PLAN

The LAAC provides that the requirements of the program shall, as far as practicable, be similar to those adopted in applicable Federal Executive Orders. Such requirements are codified in the Code of Federal Regulations, Title 41, Chapter 60 and Executive Order 11246.

Purpose - An affirmative action program is a management tool designed to ensure equal employment opportunity. A central premise underlying affirmative action is that, absent discrimination, over time a contractor's workforce, generally, will reflect the gender, racial and ethnic profile of the labor pools from which the contractor recruits and selects. Affirmative action programs contain a diagnostic component which includes a number of quantitative analyses designed to evaluate the composition of the workforce of the contractor and compare it to the composition of the relevant labor pools. Affirmative action programs also include action-oriented programs. If women and minorities are not being employed at a rate to be expected given their availability in the relevant labor pool, the contractor's affirmative action program includes specific practical steps designed to address this underutilization. Effective affirmative action programs also include internal auditing and reporting systems as a means of measuring the contractor's progress toward achieving the workforce that would be expected in the absence of discrimination.

An affirmative action program also ensures equal employment opportunity by institutionalizing the contractor's commitment to equality in every aspect of the employment process. Therefore, as part of its affirmative action program, a contractor monitors and examines its employment decisions and compensation systems to evaluate the impact of those systems on women and minorities.

An affirmative action program is, thus, more than a paperwork exercise. An affirmative action program includes those policies, practices, and procedures that the contractor implements to ensure that all qualified applicants and employees are receiving an equal opportunity for recruitment, selection, advancement, and every other term and privilege associated with employment. Affirmative action, ideally, is a part of the way the contractor regularly conducts its business. OFCCP has found that when an affirmative action program is approached from this perspective, as a powerful management tool, there is a positive correlation between the presence of affirmative action and the absence of discrimination.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the **AFFIRMATIVE ACTION PROGRAM** provisions as required by the Los Angeles Administrative Code (LAAC) Section 10.8.4 et. seq. of such contract:

Per LAAC Section 10.8.4(K)(2), a contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

As provided by LAAC Section 10.8.4(K), this document sets forth the City of Los Angeles Affirmative Action Plan approved by the Office of Contract Compliance. In accordance with LAAC Section 10.8.4(M) the Affirmative Action Plan required to be submitted shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors, and suppliers of all racial and ethnic groups, provided, however that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage,

CITY OF LOS ANGELES AFFIRMATIVE ACTION PLAN

In pursuit of accomplishing the intent of the City's Affirmative Action Program, the Affirmative Action Plan shall also consist of the following:

1. The contractor certifies and agrees to immediately implement good faith efforts, measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:
 - (a) Recruit and make efforts to obtain such employees through:
 1. Advertising employment opportunities in minority and other community news media.
 2. Notifying minority, women and other community organizations of employment opportunities.
 3. Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
 4. Encouraging present minority, women and other employees to refer their friends and relatives.
 5. Promoting after school and vacation employment opportunities for minority, women and other youth.
 6. Validating all job specifications, selection requirements, tests, etc.
 7. Maintaining a file of the names and addresses of each worker referred to the contractor and what action was taken concerning such worker.
 8. Notifying the appropriate awarding authority of the City and the Office of Contract Compliance in writing when a union with whom the contractor has a collective bargaining agreement has failed to refer a minority, woman or other worker.
 - (b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a nondiscriminatory manner so as to achieve and maintain a diverse work force.
 - (c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.
 - (d) Secure cooperation or compliance from the labor referral agency to the contractor's contractual affirmative action obligations.
 - (e) Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Officer; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.
 - (f) Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.
2. The contractor shall make a good faith effort with respect to apprenticeship and training programs to:

CITY OF LOS ANGELES AFFIRMATIVE ACTION PLAN

- (a) Recruit and refer minority, women and other employees to such programs;
 - (b) Establish training programs within the company and/or its association that will prepare minority, women and other employees for advancement opportunities.
 - (c) Abide by the requirements of the Labor Code of the State of California with respect to the provision of apprenticeship job opportunities.
3. The contractor shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all its operations and contracts. Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum and shall be submitted with its bid to the appropriate awarding authority of the City and to the Office of Contract Compliance of the City.

LAAC Section 10.13. Mandatory Provisions Pertaining to Nondiscrimination in Employment and Affirmative Action in Hiring Employees in the Performance of Work on Certain City Construction Contracts. The items 4, 5 and 6 below are provided to serve as a guide for satisfying the reporting requirements of Section 10.13. Construction Contractors are subject to all provisions contained in LAAC Section 10.13 et. seq.

4. **Construction Contracts Included.** The contractor shall not be eligible for an award of a City Construction Contract in excess of \$5,000, unless the contractor has submitted as part of the bid a written Affirmative Action Plan embodying both (1) anticipated levels of minority*, women and all other staffing utilization, and (2) specific affirmative action steps directed at applying good faith efforts in a nondiscriminatory manner to recruit and employ minority, women and all other potential staff or is deemed to have submitted such a program pursuant to Subsection 3 of this section. Both the anticipated levels and the affirmative action steps must be taken and applied in good faith and in a nondiscriminatory manner to attempt to meet the requirements of this section for all trades which are to be utilized on the project, whether subcontracted or not.

* **"Minority"** is defined as the term **"minority person"** is defined in Subsection (f) of section 2000 of the California Public Contract Code.

5. **Anticipated Utilization.** The plan must set forth anticipated minority, women, and all other staffing utilization by the contractor and all subcontractors on each project constructed by the City using those trades within the area of jurisdiction of the Los Angeles Building and Construction Trades Council within the City of Los Angeles in each work class and at all levels in terms of staff hours. The anticipated levels of minority, women and other staffing utilization shall be the levels at which each of those groups are represented in the relevant workforce in the Greater Los Angeles Area as determined by the U.S. Bureau of the Census and made available by the Office of Contract Compliance.¹ Attainment of the anticipated levels of utilization may only be used as an indicia of whether the contractor has complied with the requirements of this section and has applied its Affirmative Action Plan in good faith and in a nondiscriminatory manner. Failure to attain the anticipated levels of utilization shall not, by itself, disqualify the contractor for award of a contract or subject the contractor to any sanctions or penalties.

¹ The anticipated levels of minority, women and other staffing utilization can be obtained by visiting the Bureau of Contract Administration at <http://bca.lacity.org>

CITY OF LOS ANGELES AFFIRMATIVE ACTION PLAN

6. **Construction Contractors** are required to complete and submit the Anticipated Employment Utilization Levels Form to report anticipated utilization of Minority, Women and Other Staffing and establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Officer; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

Equal Employment Opportunity Officer:

Please be advised that Ronald Kaufman President is hereby designated NAME OF DESIGNEE TITLE as the Company's Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm to ensure nondiscrimination in all of its employment practices. The Officer may be contacted at:

WORK ADDRESS (IF DIFFERENT THAN COMPANY ADDRESS), (818) 772-9494 rkaufman@mironelectric.com
TELEPHONE E-MAIL

In no event may a contractor utilize the requirements of this section in such a manner as to cause or result in discrimination against any person on account of race, color, religion, ancestry, age, disability, medical condition, marital status, sex, sexual orientation, or national origin.

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan. I certify under penalty of perjury under the laws of the State of California that I have read and understood the foregoing requirements of LAAC Section 10.8 et. seq. and agree to comply with them while under contract as set forth therein.

Executed this 14 day of February, in the year 2012, at Los Angeles, CA.
(City) (State)

Miron Electric Construction Corp.
COMPANY NAME


AUTHORIZED SIGNATURE

9238 Deering Ave
ADDRESS

Ronald Kaufman
NAME AND TITLE (TYPE OR PRINT)

Chatsworth, Los Angeles, CA 91311
CITY, COUNTY, STATE, ZIP

818-772-9494 / rkaufman@mironelectric.com
TELEPHONE/E-MAIL

Notes:

The above Pre-Approved Affirmative Action Plan will be effective for 12 months from the date it is uploaded onto the BAVN system. If the Affirmative Action Plan is 30 days or less from expiration, the contractor must upload a new Plan onto the BAVN System and that Plan must be approved (verified by the Office of Contract Compliance) before the contract is awarded.

Construction contractors must submit an Anticipated Employment Utilization Report with each new bid for purposes of effectuating the Plan for the specific project.

CITY OF LOS ANGELES

NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES CONSTRUCTION & NON-CONSTRUCTION CONTRACTOR

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 stipulates that the City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to deal only with those contractors that comply with the non-discrimination and Affirmative Action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities shall therefore require that any person, firm, corporation, partnership or combination thereof, that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to nondiscrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of the LAAC. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each such contractor to determine that they are in compliance with the provisions of this chapter.

I. Los Angeles Administrative Code Section 10.8.2 All Contracts: Non-discrimination Clause

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every contract which is let, awarded or entered into with or on behalf of the City of Los Angeles, shall contain by insertion therein a provision obligating the contractor in the performance of such contract not to discriminate in his or her employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All contractors who enter into such contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

II. Los Angeles Administrative Code Section 10.8.3. Equal Employment Practices Provisions

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the **EQUAL EMPLOYMENT PRACTICES** provision of such contract:

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

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

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

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

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

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

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

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract compliance program.

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

J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;
2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
3. Training and promotional opportunities; and
4. Reasonable accommodations for persons with disabilities.

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


Equal Employment Practices Provisions Certification – The Contractor by its signature affixed hereto declares under penalty of perjury that:

1. The Contractor has read the Nondiscrimination Clause in Section I above and certifies that it will adhere to the practices in the performance of all contracts.
2. The Contractor has read the Equal Employment Practices Provisions as contained in Section II above and certifies that it will adhere to the practices in the performance of any construction contract or non-construction contract of \$1,000 or more.

Miron Electric Construction Corp.
COMPANY NAME

9238 Deering Ave
ADDRESS

Chatsworth, Los Angeles, CA 91311
CITY, COUNTY, STATE, ZIP


AUTHORIZED SIGNATURE

Ronald Kaufman, President
NAME AND TITLE (TYPE OR PRINT)

818-772-9494 / rkaufman@mironelectric.com
TELEPHONE/E-MAIL

Exhibit 7

**SERVICE CONTRACTOR WORKER RETENTION
ORDINANCE/LIVING WAGE ORDINANCE**

LWO – EMPLOYEE INFORMATION FORM
REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the **AWARDING DEPARTMENT** within **30 DAYS** of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

- As of July 1, 2011 a wage of at least \$10.42 per hour with health benefits of \$1.25 per hour, or \$11.67 per hour without health benefits (to be adjusted annually) (Regulation #4);
- At least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4); and
- At least 10 additional days off per year of uncompensated time off for personal or immediate illness only (pro-rated for part-time employees) (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.
- Making less than \$12.00 per hour information of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing (Regulation #4).

TO BE FILLED OUT BY THE CONTRACTOR:

- Company Name: Miron Electric Construction Corp. Email Address: rkaufman@
- STATE** the number of employees working ON THIS CITY CONTRACT: TBD
- **ATTACH** a copy of your company's 1st PAYROLL under THIS CITY CONTRACT.
- **INDICATE** (highlight, underline) on the payroll which employees are working ON THIS CITY CONTRACT.
- **Do you provide health benefits** (such as medical, dental, vision, mental health, and disability insurance) to your employees? Yes No
If YES, **STATE** how much, if any, employees pay for co-premiums: \$ 0

****NOTE:** Payroll information need not be submitted if ALL employees working on this City agreement earn an hourly wage of at least \$15 per hour. If so, check the box below.

I certify under penalty of perjury that I do not have any employees earning less than \$15 per hour working on this City contract.

FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDING AUTHORITY FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.

I understand that the employee information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Ronald Kaufman
Print Name of Person Completing This Form

Ronald Kaufman
Signature of Person Completing This Form

President
Title

818-772-9494
Phone #

8-10-2011
Date

AWARDING DEPARTMENT USE ONLY:

Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____

LWO – SUBCONTRACTOR INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the AWARDDING DEPARTMENT within 30 DAYS of contract execution. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

SECTION I: CONTRACTOR INFORMATION

- 1) Company Name: Miron Electric Contact Person: Ronald Kaufman Phone Number: 818-772-9494
 2) Do you have subcontractors working on this City contract? Yes No
 If NO, This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDDING DEPARTMENT.
 If YES, a) **STATE** the number of your subcontractors ON THIS CITY CONTRACT: _____
 b) Fill in PART A for EACH subcontractor in Section II, continue to Section III & IV (if applicable), AND SIGN Section V.

SECTION II: SUBCONTRACTOR INFORMATION

PART A	PART B					
	CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					
	I 501 (c)(3) ¹	II One- Person Contractor ²	III CBA ³	IV Occupational License ⁴	V Small Business ⁵	VI Gov. entity ⁶
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract IS NOT SUBJECT TO THE LWO . Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO . Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO . Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SECTION II: SUBCONTRACTOR INFORMATION (continued)

PART A	PART B					
	CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					
	I 501 (c)(3) ¹	II One- Person Contractor ²	III CBA ³	IV Occupational License ⁴	V Small Business ⁵	VI Gov. entity ⁶
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO . Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SECTION III: SUBCONTRACTS SUBJECT TO THE LWO (AND MAY BE ELIGIBLE FOR EXEMPTIONS)

- 1) If you checked off any boxes in Part B, your Subcontractor(s) is subject to the LWO, but may qualify for an LWO exemption. Review the exemptions below, and have your subcontractor fill out the form in the corresponding right-hand column. Continue to Section V, and submit this form and all supporting documentation to the Awarding Department for approval.
- 2) If you did NOT check any boxes in Part B or your subs DO NOT qualify for an exemption, Continue to Section IV.

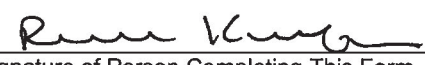
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
One-person contractors, lessee, licensee 501(c)(3) non-profit organization	LW 13 – Departmental Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
Occupational license required Collective bargaining agreement w/supersession language	LW 10 – OCC Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
Small Business	LW 26 – Small Business Exemption Form (English & Spanish) http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
Governmental Entity	NONE REQUIRED.

SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)

- Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office.
- | | |
|--|---|
| 1) Employee Information Form | LW 6 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm |
| 2) Subcontractor Information Form | LW 18 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm |
| 3) Subcontractor Declaration of Compliance Form (retain) | LW 5 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm |

SECTION V: SIGNATURE

I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

<u>RONALD KAUFMAN</u> Print Name of Person Completing This Form <u>PLAS</u> Title <u>818-772-9194</u> Phone #	 Signature of Person Completing This Form <u>4/5/12</u> Date
--	---

AWARDING DEPARTMENT USE ONLY:

Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____

Exhibit 8

CONTRACTOR RESPONSIBILITY ORDINANCE PACKAGE

CITY OF LOS ANGELES

PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for the purchase of goods and products of at least \$100,000, contracts for the purchase of garments of at least \$25,000, and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
(b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
(c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
(d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
(e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
(f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
(g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

Miron Electric Construction Corp., 9238 Deering Ave., Chatsworth, CA 91311 tel 818-772-9494

Company Name, Address and Phone Number

[Handwritten Signature]

Signature of Officer or Authorized Representative

4/5/12

Date

Ronald Kaufman, President

Print Name and Title of Officer or Authorized Representative

Sanitation

Awarding City Department

Contract Number

**CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE**

CRO QUESTIONNAIRE RECEIPT VERIFICATION FORM

To verify the Contractor Responsibility Ordinance's (CRO) compliance, this form must be completed by the Awarding Authority and submitted to the appropriate Designated Administrative Agency (DAA) along with the Responsibility Questionnaires. Upon receipt of the Questionnaires, the DAA will return this signed form to the Awarding Authority. **The Awarding Authority must attach the certified form to each draft contract for review by the Office of the City Attorney. No contract may be executed unless a certified Receipt Verification Form indicates that the CRO requirement has been met.**

1. Information Regarding Proposed Contract

Project Name/Description: RFQ - SPECIALIZED HIGH VOLTAGE SERVICES

RFB/RFQ/RFP # (if any):	Date RFB/RFQ/RFP Released:
Procuring Dept.: <u>SANITATION</u>	Mail Stop #: <u>535</u>
Name of Dept. Contact: <u>QIANG YU</u>	Phone: <u>(310) 648-5792</u>

2. Questionnaires Are Submitted for the Following Bidders/Proposers/Proposed Contractors:

Company Name: MIRON ELECTRIC CONST CORP
Company Address: 9238 DEERING AVENUE
City: CHATSWORTH State: CA Zip: 91311

Company Name: _____
Company Address: _____
City: _____ State: _____ Zip: _____

Company Name: _____
Company Address: _____
City: _____ State: _____ Zip: _____

Company Name: _____
Company Address: _____
City: _____ State: _____ Zip: _____

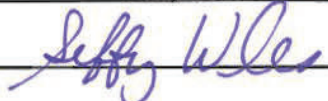
FOR DAA USE ONLY – VERIFICATION REGARDING RECEIPT

The Responsibility Questionnaires for the bidders/proposers/proposed contractors listed above were received on (date) 4/4/12.

The Questionnaires were processed by:

Dept. of Public Works for Construction Contracts and **Service** Contracts
 Dept. of General Services for Procurement Contracts

Authorized DAA Representative (Print Name) Seffy Wiles Phone (213) 847-2408

DAA Representative Signature  Date 4/4/12

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

Corporation: Date incorporated: 03 / 11 / 1957 State of incorporation: CA

List the corporation's current officers.

President: Ronald Kaufman

Vice President: _____

Secretary: Marlene Kaufman

Treasurer: Marlene Kaufman

Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

Limited Liability Company: Date of formation: ____/____/____ State of formation: _____

List members who own 5% or more of the company. Use Attachment A if more space is needed.

Partnership: Date formed: ____/____/____ State of formation: _____

List all partners in your firm. Use Attachment A if more space is needed.

Sole Proprietorship: Date started: ____/____/____

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

Joint Venture: Date formed: ____/____/____

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

Yes No

If **Yes**, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

Yes No

If **Yes**, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

Yes No

If **Yes**, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

Yes No

If **Yes**, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses to the remaining questions in this Questionnaire will not be posted on the internet but will be made available to the public for review upon request. Contact the appropriate Designated Administrative Agency.

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?
 Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?
 Yes No

If **Yes**, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? 55 Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?
 Yes No

If **Yes**, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.
 Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?
 Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?
 Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?
 Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case, the date each case was filed, and the disposition/current status of each case.

(a) Payment to subcontractors?

Yes No

(b) Work performance on a contract?

Yes No

(c) Employment-related litigation brought by an employee?

Yes No

14. Does your firm have any outstanding judgements pending against it?

Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check Yes if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check Yes to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

Yes No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

Yes No

(c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

Yes No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Ronald Kaufman, President
Print Name, Title


Signature

4/2/12
Date

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections A through C will be posted on the internet for public review. Make copies of this Attachment if additional pages are needed.

Page 1 of 1

C.4 - Business & State Contractors Licenses are held in name of the Corporation i.e. "Miron Electric Construction Corp.

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections D through H will not be posted on the internet but will be made available to the public for review upon request. Make copies of this Attachment if additional pages are needed.

Page 1 of 2

Previous City Contracts during preceding 10 years:

On Call Emergency Repairs and Construction Services at City's
Wastewater Treatment Plants and Other Wastewater facilities
Board of Public Works Construction Contract #C-114652
Total Cost: TBD
Start Date: 10/08/2008

Terminal Island Water Reclamation Plant -CIP 5186 -WO SZT11262
Board of Public Works Construction Contract # C-114360
Total Cost: \$989,000 Authorized Budget \$1,100,000
Award Date: 8/18/2008 NTP: 9/03/2008
Date Completed: 10/19/2009 Date Accepted: 1/27/2010

Dacotah Pumping Plant -VFDs -WO SZC11371
Board of Public Works Construction Contract #C-108268
Total Cost: \$248,023 Authorized Budget \$292,600
Award Date: 5/23/2005 NTP: 6/22/2005
Date Completed: 7/20/2007 Date Accepted: 6/9/2008

Sewer Flow Monitoring -CIP 7154, W.O. SZC11344
Board of Public Works Construction Contract #C-108201
Total Cost: \$1,284,527 Authorized Budget: \$1,402,800
Award Date: 5/13/2005 Start Date: 6/08/2005
Date Completed: 12/26/2006 Date Accepted: 12/17/2007

23rd & San Pedro IOC Scrubber Project C-510
Board of Public Works Construction Contract #C-104223
Total Cost: \$490,920 Authorized Budget: \$500,000
Award Date: 10/18/2005 Start Date: 10/21/2005
Date Completed: 11/29/2006 Date Accepted: 9/05/2008

Hyperion Plant Clarifier Flowmeters
Board of Public Works Construction Contract #C-108821
Total Cost: \$701,485 Authorized Budget: \$836,555
Award Date: 8/17/2005 NTP: 9/15/2005
Date Completed: 7/20/2006 Date Accepted: 7/2/2007

Hyperion Treatment Plant - Digester Expansion Improvements - (CIP 3108) WO SZH11234
Board of Public Works Construction Contract #C-107959
Total Cost: \$366,737 Authorized Budget: \$544,000
Award Date: 2/18/2005 Start Date: 3/28/2005
Date Completed: 2/17/2006 Date Accepted: 11/01/2006

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections D through H will not be posted on the internet but will be made available to the public for review upon request. Make copies of this Attachment if additional pages are needed.

Page 2 of 2

Terminal Island Treatment Plant HPE/LPE System Improvements CIP 5138 WO SZT11178
 Board of Public Works Construction Contract #C-106468
 Total Cost: \$2,067,454 Authorized Budget: \$2,253,900
 Award Date: 2/25/2004 NTP: 4/8/2004
 Date Completed: 10/14/2005 Date Accepted: 8/11/2006

DC Tillman Water Reclamation Plant - Nitrogen Removal Chemical Addition
 CIP 6154 - WO SZD11151 (On Call Contract)
 Board of Public Works Construction Contract #C-104223 (On-Call Contract)
 Total Cost: \$2,924,387 Authorized Budget: \$3,100,000
 Award Date: 11/24/2003 Start Date: 12/15/2003
 Date Completed: 5/16/2005 Date Accepted: 11/15/2006

Construction Services Contract (Cisco 3)
 Board of Public Works Construction Contract #C-101215
 Total Cost: \$9,521,840
 Start Date: 3/29/01
 Date Completed: 3/25/2004 Date Accepted: 3/2/2005

Venice Pumping Plant Automation (CIP 7128) WO SZC11148
 Board of Public Works Construction Contract #C100537
 Total Cost: \$3,532,912 Authorized Budget: \$3,763,000
 Award Date: 10/27/2000 Start Date: 10/30/2000
 Date Completed: 6/11/2004 Date Accepted: 4/11/2005

9.B Contracts with other agencies

City of Anaheim Public Utilities - Master Agreement for Electrical Underground and Overhead Sub-Transmission & Distribution, Substation, Communication Construction, Maintenance Repair and Relocation Work. Three year contract for electrical substation work including equipment installation, replacement, modifications, and testing.
 Contract Amt to date: \$873,848.53 Start date: 8/21/ 2009 End date - 8/20/2012

Glendale Water and Power - Annual Contract to provide labor, material, equipment, tools and other related needs for inspection, repair, and troubleshooting of electric equipment at various potable water pump stations on an as needed basis.
 Contract Amt: up to \$15000 /year
 Start Date: 12/01/2008 end date: 11/30/2011

Exhibit 9

BUSINESS TAX REGISTRATION CERTIFICATE

COPY

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE
BUSINESS TAX

ISSUED: 01-01-94 V

ACCOUNT NO.	FUND	CLASS	DESCRIPTION	STARTED
454494-99	L	188	CONTRACTR-LA BUS ADD	05-01-57

THIS CERTIFICATE IS GOOD UNTIL VOIDED OR REVOKED. IT BECOMES VOID UPON ANY CHANGE OF OWNERSHIP OR LOCATION. ANNUAL TAXES ARE DUE AND PAYABLE JANUARY 1ST EACH YEAR AND DELINQUENT IF NOT PAID ON OR BEFORE THE LAST DAY OF FEBRUARY EACH YEAR. QUARTERLY TAXES ARE DUE AND PAYABLE ON THE FIRST DAY OF JANUARY, APRIL, JULY, AND OCTOBER OF EACH YEAR, AND DELINQUENT IF NOT PAID ON OR BEFORE THE LAST DAY OF THE MONTH DUE.

ISSUED BY:
MIRON ELECTRIC
9238 DEERING AV
CHATSWORTH CA 91311



CONSTRUCTION CORP.

ISSUED BY:
Edna Manting

CITY CLERK

FORM 2000

NOTIFY THE CITY CLERK IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS—ROOM 101, CITY HALL, LOS ANGELES, CALIF. 90012
IMPORTANT - READ REVERSE SIDE

COPY



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number **166923** Entry **CORP**

Business Name **MIRON ELECTRIC CONSTRUCTION
CORP**

Classification **C10 A**

Expiration Date **03/31/2012**



Exhibit 10

LOS ANGELES RESIDENCE INFORMATION

COPY

Los Angeles Residence Information

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the city encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires proposers to state their headquarters address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: Miron Electric Construction Corp.

I. Corporate or Main Office Address:

9238 Deering Ave.

Chatsworth, CA 91311

II Total Number of Employees in Organization: 5

Number and Percentage of Employees in Organization who are Los Angeles City Residents:

3 and 60 %

Exhibit 11

NON COLLUSION AFFIDAVIT

COPY

Non-Collusion Affidavit

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

I, Ronald, depose and say that I am

President of Miron Electric Construction Corp.
("President", "Vice President", etc.) (Name and Address of Organization)

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

Date: 8-18-11 at Los Angeles, CA
(Month, Day, Year) (City, State)

(Corporate Seal)

I certify or declare under penalty of perjury that the foregoing is correct

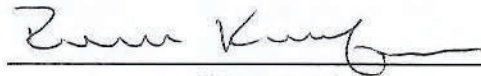

(Signature)

Exhibit 12

CITY OF LOS ANGELES CONTRACT HISTORY

CITY OF LOS ANGELES CONTRACT HISTORY

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid, a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the services or goods provided, the amount of the contract, and the contract number. If the bidder or any affiliated entity has held no City of Los Angeles contracts during the preceding 10 years, state so in the space below. Use the back of the page and additional pages as needed.

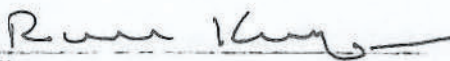
On Call Emergency Repairs and Construction Services at City's
Wastewater Treatment Plants and Other Wastewater facilities
Board of Public Works Construction Contract #C-114652
Total Cost: TBD
Start Date: 10/08/2008

Terminal Island Water Reclamation Plant -CIP 5186 -WO SZT11262
Board of Public Works Construction Contract # C-114360
Total Cost: \$989,000 Authorized Budget \$1,100,000
Award Date: 8/18/2008 NTP: 9/03/2008
Date Completed: 10/19/2009 Date Accepted: 1/27/2010

Dacotah Pumping Plant -VFDs -WO SZC11371
Board of Public Works Construction Contract #C-108268
Total Cost: \$248,023 Authorized Budget \$292,600
Award Date: 5/23/2005 NTP: 6/22/2005
Date Completed: 7/20/2007 Date Accepted: 6/9/2008

Sewer Flow Monitoring -CIP 7154, W.O. SZC11344
Board of Public Works Construction Contract #C-108201
Total Cost: \$1,284,527 Authorized Budget: \$1,402,800
Award Date: 5/13/2005 Start Date: 6/08/2005
Date Completed: 12/26/2006 Date Accepted: 12/17/2007

Miron Electric Construction Corp.
Name of Organization


Signature

Ronald Kaufman
Print Name

President
Title

2/14/2012
Date

Miron Electric Construction Corp.

City of Los Angeles Contracts as Prime Contractor during previous ten years – Page 2

23rd & San Pedro IOC Scrubber Project C-510

Board of Public Works Construction Contract #C-104223

Total Cost: \$490,920

Authorized Budget: \$500,000

Award Date: 10/18/2005

Start Date: 10/21/2005

Date Completed: 11/29/2006

Date Accepted: 9/05/2008

Hyperion Plant Clarifier Flowmeters

Board of Public Works Construction Contract #C-108821

Total Cost: \$701,485

Authorized Budget: \$836,555

Award Date: 8/17/2005

NTP: 9/15/2005

Date Completed: 7/20/2006

Date Accepted: 7/2/2007

Hyperion Treatment Plant – Digester Expansion Improvements – (CIP 3108) WO SZH11234

Board of Public Works Construction Contract #C-107959

Total Cost: \$366,737

Authorized Budget: \$544,000

Award Date: 2/18/2005

Start Date: 3/28/2005

Date Completed: 2/17/2006

Date Accepted: 11/01/2006

Terminal Island Treatment Plant HPE/LPE System Improvements CIP 5138 WO SZT11178

Board of Public Works Construction Contract #C-106468

Total Cost: \$2,067,454

Authorized Budget: \$2,253,900

Award Date: 2/25/2004

NTP: 4/8/2004

Date Completed: 10/14/2005

Date Accepted: 8/11/2006

DC Tillman Water Reclamation Plant – Nitrogen Removal Chemical Addition

CIP 6154 – WO SZD11151 (On Call Contract)

Board of Public Works Construction Contract #C-104223 (On-Call Contract)

Total Cost: \$2,924,387

Authorized Budget: \$3,100,000

Award Date: 11/24/2003

Start Date: 12/15/2003

Date Completed: 5/16/2005

Date Accepted: 11/15/2006

Construction Services Contract (Cisco 3)

Board of Public Works Construction Contract #C-101215

Total Cost: \$9,521,840

Start Date: 3/29/01

Date Completed: 3/25/2004

Date Accepted: 3/2/2005

Venice Pumping Plant Automation (CIP 7128) WO SZC11148

Board of Public Works Construction Contract #C100537

Total Cost: \$3,532,912

Authorized Budget: \$3,763,000

Award Date: 10/27/2000

Start Date: 10/30/2000

Date Completed: 6/11/2004

Date Accepted: 4/11/2005

Exhibit 13

MUNICIPAL LOBBYING ORDINANCE PACKAGE



City Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 Mail Stop 129
 (213) 978-1960

Bidder Certification CEC Form 50

Bid/Contract Number: 11900	Department: Bureau of Sanitation
--------------------------------------	--

Name of Bidder: Miron Electric Construction Corp.	Phone: 818-772-9494
---	-------------------------------


Address:
9238 Deering Ave., Chatsworth, CA 91311

Email:
rkaufman@mironelectric.com

CERTIFICATION

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

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
 - 1. The performance of work or service to the City or the public;
 - 2. The provision of goods, equipment, materials, or supplies;
 - 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h) [see reverse]; or
 - 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i) [see reverse]:
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37(i)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
 - 1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 - 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 - 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

Date: 4-02-2012 Signature: 
 Name: Ronald Kaufman
 Title: President

Under Los Angeles Municipal Code § 48.09(H), this form must be submitted to the awarding authority with your bid or proposal on the contract noted above.

Exhibit 14

First Source Hiring Ordinance



Qiang Yu <qiang.yu@lacity.org>

Re: FSHO forms

BCA EEOE <bca.eeoe@lacity.org>

Tue, Apr 10, 2012 at 2:41 PM

To: Qiang Yu <qiang.yu@lacity.org>

Cc: Bahram Roshanian <bahram.roshanian@lacity.org>, "Kuroki, Shari" <shari.kuroki@lacity.org>, TJ Knight <tj.knight@lacity.org>

Hello Mike,

The FSHO-1 & 2 for Miron has been approved. Also, the uploaded AA, ND/EEP, EBO & SDO have been verified.

~Lydee

On Tue, Apr 3, 2012 at 10:13 AM, Qiang Yu <qiang.yu@lacity.org> wrote:

To whom it may concern,

Please review and approve the attached FSHO forms for the following contract:

Service Agreement between the City and Miron Electric Construction Corp. for Specialized High Voltage Services

Thank you,

Mike

FIRST SOURCE HIRING ORDINANCE (FSHO)**FORM: FSHO-2****Subcontractor Information Form****CITY OF LOS ANGELES**

SUBCONTRACTORS: Please fill this form and attach your FSHO-1 form. If you have your own Subcontractors (2nd tier, 3rd tier, etc.) that will work on this City contract, each of them must also fill an FSHO-1 and FSHO-2 form. Upon completion, submit all forms to your Prime Contractor.

PRIME CONTRACTORS: Please compile all of your subcontractor's forms. Fill out your own FSHO-1 and FSHO-2 form. If you have no subcontractors, you must still fill out an FSHO-2 form. ALL completed FSHO-1 and FSHO-2 forms must be submitted to the Contact Person from the City Awarding Department that you are contracting with **before the contract is executed**. Your Awarding Department will then submit these forms to BCA.

SECTION I. CONTRACTOR INFORMATION

Name of Contractor: Miron Electric Construction Corp. Contractor Phone#: 818-772-9494
 Designated Contractor Contact Person: Ronald Kaufman Email: rkaufman@mironelectric.com
 Street Address: 9238 Deering Ave
 City: Chatsworth State: CA Zip: 91311 Federal ID (FEIN)#: 95-1934909

- | | | |
|--|--|--|
| 1. I am completing this form as a:
<input checked="" type="checkbox"/> Prime Contractor
Go to Question 3.
<input type="checkbox"/> Subcontractor
Go to Question 2. | 2. Are you a 1 st Tier, 2 nd Tier, 3 rd Tier, or Other Tier Subcontractor?
<input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd
<input type="checkbox"/> Other _____
Go to Question 3. | 3. Do you have Subcontractors who will be working with you on the contract?
<input type="checkbox"/> YES – Go to Question 4. <u>TBD</u>
<input type="checkbox"/> NO – Go to Section III. |
|--|--|--|

4. How many Subcontractors will be working with you on the contract? TBD Go to Section II.

SECTION II. SUBCONTRACTOR INFORMATION

For every subcontractor counted in Section I, Question 4, please indicate the name and contact information for each.

Sub #1	Subcontractor Name: <u>To be Determine from Schedule A</u>	Subcontractor Phone#: _____ Contact Person: _____ Email: _____
Sub #2	Subcontractor Name: _____	Subcontractor Phone#: _____ Contact Person: _____ Email: _____
Sub #3	Subcontractor Name: _____	Subcontractor Phone#: _____ Contact Person: _____ Email: _____
Sub #4	Subcontractor Name: _____	Subcontractor Phone#: _____ Contact Person: _____ Email: _____
Sub #5	Subcontractor Name: _____	Subcontractor Phone#: _____ Contact Person: _____ Email: _____
Sub #6	Subcontractor Name: _____	Subcontractor Phone#: _____ Contact Person: _____ Email: _____
Sub #7	Subcontractor Name: _____	Subcontractor Phone#: _____ Contact Person: _____ Email: _____
Sub #8	Subcontractor Name: _____	Subcontractor Phone#: _____ Contact Person: _____ Email: _____

SECTION III. SIGNATURE AND SUBMIT

I declare under penalty of perjury under the laws of the State of California that I am authorized to bind the entity listed on this form and that the information provided on this form is true and correct to the best of my knowledge.

Executed this 2 day of April, 20 12, at Los Angeles, CA
 (City) (State)

Ronald Kaufman
 Signature
 President
 Title

Ronald Kaufman
 Name (Please Print)
95-1934909
 Federal Tax/Employer Identification Number

SECTION IV. AWARDING DEPARTMENT INFORMATION

Dept: _____ Contact Person: _____ Phone#: _____ Email: _____
 Project Title (as listed in bid): _____ ID# _____

FIRST SOURCE HIRING ORDINANCE (FSHO)**FORM: FSHO-1
CITY OF LOS ANGELES****Anticipated Employment Opportunities**

SUBCONTRACTORS: Please fill this form and your own FSHO-2 form. If you have your own Subcontractors (2nd tier, 3rd tier, etc.) that will work on this City contract, each of them must also fill an FSHO-1 and FSHO-2 form. Upon completion, submit all forms to your Prime Contractor.

PRIME CONTRACTORS: Please compile all of your subcontractor's forms. Fill out your own FSHO-1 and FSHO-2 form. If you have no subcontractors, you must still fill out an FSHO-2 form. ALL completed FSHO-1 and FSHO-2 forms must be submitted to the Contact Person from the City Awarding Department that you are contracting with **before the contract is executed**. Your Awarding Department will then submit these forms to BCA.

SECTION I. CONTRACTOR INFORMATION

Name of Contractor: Miron Electric Construction Corp. Contractor Phone#: 818-772-9494
 Designated Contractor Contact Person: Ronald Kaufman Email: rkaufman@mironelectric.com
 Street Address: 9238 Deering Ave
 City: Chatsworth State: CA Zip: 91311 Federal ID (FEIN)#: 95-1934909

- | | | | |
|---|---|--|---|
| 1. I am completing this form as a:
<input checked="" type="checkbox"/> Prime Contractor
<input type="checkbox"/> Subcontractor
Go to Question 2. | 2. How many total employees currently work for your company?
<u>6</u>
Go to Question 3. | 3. How many employees will be working directly for the City contract?
<u>TBD</u>
Go to Question 4. | 4. Do you anticipate any job openings as a result of this City contract?
<input type="checkbox"/> YES – Go to Question 5.
<input checked="" type="checkbox"/> NO – Go to Section III. |
|---|---|--|---|

5. How many different job classifications do you anticipate as a result of this contract? _____ Go to Section II.

SECTION II. ANTICIPATED EMPLOYMENT OPPORTUNITIES INFORMATION

For every job classification counted in Section I, Question 5, please indicate the anticipated number of openings throughout the life of the contract, description, and qualifications. Attach additional sheets to add more classifications and detail.

Job #1	Job Classification: _____ Anticipated # of Job Openings: _____ Description/Qualifications:
Job #2	Job Classification: _____ Anticipated # of Job Openings: _____ Description/Qualifications:
Job #3	Job Classification: _____ Anticipated # of Job Openings: _____ Description/Qualifications:

SECTION III. SIGNATURE AND SUBMIT

I declare under penalty of perjury under the laws of the State of California that I am authorized to bind the entity listed on this form and that the information provided on this form is true and correct to the best of my knowledge.

Executed this 2 day of April, 2012, at Los Angeles, CA
(City) (State)

Ronald Kaufman
Signature
President
Title

Ronald Kaufman
Name (Please Print)
95-1934909
Federal Tax/Employer Identification Number

SECTION IV. FILLED OUT BY AWARDING DEPARTMENT

Dept: _____ Contact Person: _____ Phone#: _____ Email: _____
Project Title (as listed in bid): _____ ID# _____

Exhibit 15

Contract Bidder Campaign Contribution and Fundraising Restrictions



City Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 Mail Stop 129
 (213) 978-1960

Bidder Contributions CEC Form 55

ALL BOXES MUST BE COMPLETED

Bid/Contract Number:
 11900

Date Bid Submitted:
 9-1-2011

Description of Contract:
 Specialized High Voltage Services

Department:
 Sanitation

BIDDER

Name: Miron Electric Construction Corp.

Address: 9238 Deering Ave, Chatsworth, CA 91311

Email (optional): rkaufman@mironelectric.com Phone: 818-772-9494

PRINCIPALS

Please identify the names and titles of all principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent or are authorized by the bid or proposal to represent the bidder before the City.

Name: Ronald Kaufman Title: President

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

_____ additional sheets are attached.

Bidder is an individual with no principals.

SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary).

Subcontractor: to be determined

Subcontractor: _____

Subcontractor: _____

Subcontractor: _____

_____ additional sheets are attached.

Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.



City Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 Mail Stop 129
 (213) 978-1960

Bidder Contributions

CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 1 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent or are authorized by the bid or proposal to represent the subcontractor before the City.

Name: _____ Title: _____

Subcontractor: _____

Name: _____ Title: _____

Subcontractor: _____

Name: _____ Title: _____

Subcontractor: _____

Name: _____ Title: _____

Subcontractor: _____

Name: _____ Title: _____

Subcontractor: _____

Of the subcontractors identified on page 1, the following are individuals with no principals (attach additional sheets if necessary):

Subcontractor: _____

Subcontractor: _____

Subcontractor: _____

_____ additional sheets are attached.

Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

CERTIFICATION

I certify that I understand, will comply with, and will notify my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify that the information provided above is true and complete. I understand that I must amend this form within five business days if the information above changes.

Date: 4-02-2012

Signature: 

Name: Ronald Kaufman

Title: President

Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed form will be deemed nonresponsive.

Exhibit 16

LABOR COMPLIANCE REQUIREMENTS

CITY OF LOS ANGELES



LABOR COMPLIANCE MANUAL

Revised May 2014

PART I
CITY OF LOS ANGELES
LABOR COMPLIANCE PROGRAM REQUIREMENTS

I. INTRODUCTION

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

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

II. LABOR COMPLIANCE PROGRAM REQUIREMENTS

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

III. PUBLIC WORKS CONSTRUCTION PROJECTS

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

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

IV. EMPLOYMENT OF MINORS PROHIBITED

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

V. YOUTH EMPLOYMENT PROGRAMS

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

VI. CASH PAYMENTS PROHIBITED

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

VII. WORKERS DEFINED

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

VIII. PREVAILING WAGES

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

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

IX. EFFECTIVE PREVAILING WAGE RATES

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

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

X. PAYMENT OF PREVAILING WAGE FRINGE BENEFITS

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

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

XI. APPRENTICE REQUIREMENTS

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

1. APPRENTICES

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

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

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

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

2. RATIOS

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

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

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

XII. LIABILITY FOR UNPAID WAGES

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

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

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

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

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

XIII. POSTING

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

XIV. JOINT LABOR COMPLIANCE MONITORING PROGRAM

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

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

XV. CERTIFIED PAYROLL RECORDS

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

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

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

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

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

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

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

XVI. WORKING HOURS

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

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

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

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

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

Finally, the California Supreme Court observed,

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

XVII. WITHHOLDING PAYMENTS FOR LABOR COMPLIANCE VIOLATIONS

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

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

XVIII. DISPUTES

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

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

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

I. DAVIS-BACON REGULATIONS

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

The Davis-Bacon Act

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

The Contract Work Hours and Safety Standards Act (CWHSSA)

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

The Copeland Act (Anti-Kickback Act)

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

The Fair Labor Standards Act (FLSA)

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

II. CONSTRUCTION CONTRACT PROVISIONS

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

The Labor Standards Clauses

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

Davis-Bacon Wage Decisions

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

Contract Administration form BCA-167

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

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

III. INQUIRIES

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

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

For more information, log on to:

<http://bca.lacity.org>

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

<http://www.dol.gov>

Exhibit 17

IRAN CONTRACTING ACT OF 2010

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing ONE of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

<i>Vendor Name/Financial Institution (printed)</i> Miron Electric Construction Corp.		<i>BTRC (or n/a)</i> 454494-0001-5
<i>By (Authorized Signature)</i> 		
<i>Print Name and Title of Person Signing</i> Ronald Kaufman, President		
<i>Date Executed</i> 3/31/21	<i>City Approval (Signature)</i> 	<i>(Print Name)</i> GABRIEL VIADO

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (printed)</i>		<i>BTRC (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Approval (Signature)</i>	<i>(Print Name)</i>