

0150-11491-0004

TRANSMITTAL

TO The Council	DATE 02/16/2022	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT Citywide	

Proposed Second Amendment for 22 Contracts with Pre-Qualified On-Call Small Contractors for Sidewalk Repair

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



MAYOR
(Andre Herndon for)

MWS:DHH:06220040t

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: 01-20-22	C.D. No. Citywide	CAO File No.: 0150-11491-0004				
Contracting Department/Bureau: Department of Public Works, Bureau of Engineering		Contact: Elliot Choi (213) 485-4456					
Reference: Request of the Board of Public Works, dated October 13, 2021; referred for report on October 20, 2021.							
Purpose of Contract: Repair sidewalks. Provide small local contractors access to construction work for the City.							
Type of Contract: () New contract (X) Amendment, Contract No. [22 contracts]		Contract Term Dates: October 28, 2016 to October 28, 2021. (Amendment will extend to October 28, 2023)					
Contract/Amendment Amount: To Be Determined							
Proposed amount \$ TBD + Prior award(s) \$ 2,105,862= Total \$ TBD							
Source of funds: Various funding sources.							
Name of Contractor: 22 Proposed Contractors. See Report for the list.							
Address: Please see Attachment A.							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program			
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested	X			11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: varies				14. California Iran Contracting Act of 2010	X		

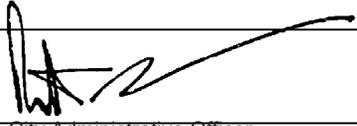
RECOMMENDATION

That the Mayor authorize the President of the Board of Public Works (or two members of the Board) to execute a proposed Second Amendment to extend the 22 construction contracts on the Pre-Qualified Contractor List included in this report for an additional two years (from five years to seven years) and forward this request to the Council for consideration.

SUMMARY

The Board of Public Works requests authority to execute a proposed Second Amendment to 22 construction contracts for the repair of sidewalks within the City. The Amendment will extend the contracts from five years to seven years and provide sufficient time for the Bureau to re-establish the list and have contractors complete current work. The 22 contracts are with the following contractors:

- Clay Reed dba Axis Construction (C-128479)
- Access Pacific, Inc. (C-128480)
- Alameda Construction Services, Inc. (C-128481)
- All American Asphalt (C-128482)
- Atlas Underground, Inc. (C-128483)

David Hirano			
DHH	Analyst	06220040	City Administrative Officer

- Christopher Ugochukwu Ajagu dba Mantis Builders (C-128487)
- Coleman Construction, Inc. (C-128485)
- Commercial Coating Company, Inc. dba Commercial Paving & Coating (C- 128488)
- EBS General Engineering, Inc. (C-128489)
- Geronimo Concrete, inc. (C-128497)
- INNO Construction, Inc. (C-128494)
- J.L. Moody Construction & Development, Inc. (C-128491)
- L.A. Electricom, Inc. (C-128490)
- Little Potato, Inc. (C-128464)
- Los Angeles Engineering, Inc. (C-128466)
- Max Out, Inc. (C-128467)
- Mike Prlich & Sons, Inc. (C-128468)
- Palp, Inc. dba Excel Paving Company (C-128471)
- PPC Construction, Inc. (C-128472)
- Rojas Construction (C-128474)
- Ruff Construction, Inc. (C-128475)
- Valle Grande Construction (C-128478)

Consistent with Los Angeles Administrative Code (LAAC) Section 10.5, these Second Amendments require Council approval as they are construction contracts that exceed five years in term. Each of the proposed contractors remains in compliance with City contracting policies.

BACKGROUND

On October 21, 2016, the Board authorized the City Engineer to establish a pre-qualified list and enter into 35 contracts with small construction firms to repair sidewalks within the City. The list is utilized for sidewalk repair jobs of \$100,000 or less. This was done to utilize the funds required to be spent under the Willits Settlement to increase the overall contractor pool for the City to select from, to train and develop smaller local contractors to perform this work as prime contractors over the 30 year horizon of the Settlement Agreement. This would benefit the City by providing more options for sidewalk repair, stabilizing the price of sidewalk repair and create partnerships between these contractors and the Transitional Job Opportunities Program. The original contracts were executed on October 28, 2016 for a term of three years.

After 13 firms dropped off the List, a First Amendment was executed with 22 remaining firms on November 12, 2019, extending the terms of the contracts from three years to five years. LAAC Section 10.5 allows the Board of Public Works to approve construction contracts for a term of up to five years.

During the first five years of this pre-qualified list, the City has provided a total of 30 contracts, to 21 different contractors, totaling \$2,105,862. Repairs have been made to a total of 24,054 square feet of sidewalk and one access ramp. The Bureau does not report experiencing significant issues with the work being performed by the proposed 22 contractors.

FISCAL IMPACT STATEMENT

There is no additional General Fund impact. Sufficient funds exist within the current City Sidewalk Repair Budget.

FINANCIAL POLICIES STATEMENT

The recommendation complies with the Financial Policies in that current appropriations are available to support work issued under these contracts.

MWS:DHH:06220040

ADDRESSES OF PROPOSED CONTRACTORS

#	Contractor	Address
1	Clay Reed dba Aaxis Construction (C-128479)	2658 GRIFFITH PARK BLVD 102 LOS ANGELES CA 90039-2520
2	Access Pacific, Inc. (C-128480)	2835 SIERRA GRANDE ST PASADENA CA 91107-3448
3	Alameda Construction Services, Inc. (C-128481)	2528 E 125TH ST COMPTON CA 90222-1502
4	All American Asphalt (C-128482)	1776 ALL AMERICAN WAY CORONA CA 92879-2070
5	Atlas Underground, Inc. (C-128483)	1295 S EAST END AVE POMONA CA 91766-4690
6	Christopher Ugochukwu Ajagu dba Mantis Builders (C-128487)	20134 LEADWELL ST 263 WINNETKA CA 91306-3272
7	Coleman Construction, Inc. (C-128485)	1973 W 48TH ST LOS ANGELES CA 90062-2104
8	Commercial Coating Co., Inc. dba Commercial Paving & Coating (C-128488)	2809 W AVENUE 37 LOS ANGELES CA 90065-3620
9	EBS General Engineering, Inc. (C-128489)	1320 E 6TH ST STE 100 CORONA CA 92879-1700
10	Geronimo Concrete, Inc. (C-128497)	4560 HUNTINGTON DR LOS ANGELES CA 90032-1918
11	INNO Construction, Inc. (C-128494)	7425 ORANGETHORPE AVE STE A BUENA PARK CA 90621-4549
12	J.L. Moody Construction & Development, Inc. (C-128491)	1123 E DOMINGUEZ ST A CARSON CA 90746-3583
13	L.A. Electricom, Inc. (C-128490)	219 THOMPSON AVE CHATSWORTH CA 91311-7062
14	Little Potato, Inc. (C-128464)	1037 W 45TH ST LOS ANGELES CA 90037-2404
15	Los Angeles Engineering, Inc. (C-128466)	633 N BARRANCA AVE COVINA CA 91723-1229
16	Max Out, Inc. (C-128467)	4048 MARINE AVE LAWDALE CA 90260-1842
17	Mike Prlich & Sons, Inc. (C-128468)	5103 ELTON ST BALDWIN PARK CA 91706-1811
18	Palp, Inc. dba Excel Paving Company (C-128471)	2230 LEMON AVE LONG BEACH CA 90806-5124
19	PPC Construction, Inc. (C-128472)	930 COLORADO BLVD STE 3 LOS ANGELES CA 90041-1735
20	Rojas Construction (C-128474)	3539 S CAROLINA ST SAN PEDRO CA 90731-6829
21	Ruff Construction, Inc. (C-128475)	335 E ALBERTONI ST 200-816 CARSON CA 90746-1427
22	Valle Grande Construction (C-128478)	10025 DE SOTO AVE APT 118 CHATSWORTH CA 91311-3137

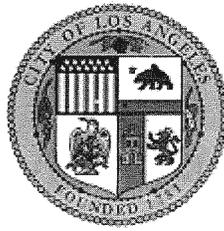
GREG GOOD
PRESIDENT

AURA GARCIA
VICE PRESIDENT

DR. MICHAEL R. DAVIS
PRESIDENT PRO TEMPORE

JESSICA CALOZA
COMMISSIONER

M. TERESA VILLEGAS
COMMISSIONER



ERIC GARCETTI
MAYOR

DR. FERNANDO CAMPOS
EXECUTIVE OFFICER

200 NORTH SPRING STREET
ROOM 361, CITY HALL
LOS ANGELES, CA 90012

TEL: (213) 978-0261
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FAX: (213) 978-0278

<http://bpw.lacity.org>

October 13, 2021

BPW-2021-0727

The Honorable Mayor Garcetti
City Hall – Room 320
Los Angeles, CA 90012
Attn: Heleen Ramirez

CONTRACT AMENDMENT NO. 2 – TWENTY-TWO (22) PRE-QUALIFIED ON-CALL (PQOC) SMALL SIDEWALK REPAIR SERVICES CONTRACTORS FOR THE SIDEWALK REPAIR PROGRAM

As recommended in the accompanying report from the City Engineer and the Director of the Bureau of Contract Administration, which this Board has adopted, the Board of Public Works (Board) recommends that the Mayor and City Council:

1. APPROVE Amendment No. 2, increasing the total contract term from five years up to seven years, to each of the contracts between the City of Los Angeles and the following 22 PQOC contractors included in the Small Sidewalk Repair Services Contracts:

- Clay Reed dba Axis Construction (C-128479)
- Access Pacific, Inc. (C-128480)
- Alameda Construction Services, Inc. (C-128481)
- All American Asphalt (C-128482)
- Atlas Underground, Inc. (C-128483)
- Christopher Ugochukwu Ajagu dba Mantis Builders (C-128487)
- Coleman Construction, Inc. (C-128485)
- Commercial Coating Company, Inc. dba Commercial Paving & Coating (C-128488)
- EBS General Engineering, Inc. (C-128489)
- Geronimo Concrete, Inc. (C-128497)
- INNO Construction, Inc. (C-128494)
- J.L. Moody Construction & Development, Inc. (C-128491)
- L.A. Electricom, Inc. (C-128490)
- Little Potato, Inc. (C-128464)
- Los Angeles Engineering, Inc. (C-128466)
- Max Out, Inc. (C-128467)



- Mike Prlich & Sons, Inc. (C-128468)
- Palp, Inc. dba Excel Paving Company (C-128471)
- PPC Construction, Inc. (C-128472)
- Rojas Construction (C-128474)
- Ruff Construction, Inc. (C-128475)
- Valle Grande Construction (C-128478)

2. AUTHORIZE the President or two members of the Board to execute Amendment No. 2 for each of the Small Sidewalk Repair Services Contracts.

Fiscal Impact:

There is no impact to the General Fund.

Sincerely,



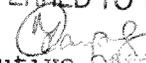
DR. FERNANDO CAMPOS,
Executive Officer, Board of Public Works

FC:lc

Department of Public Works

Bureau of Engineering
Bureau of Contract Administration
Joint Report No. 1

October 13, 2021
CD Nos. ALL

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California
AND REFERRED TO THE MAYOR
OCT 13 2021
AND REFERRED TO THE CITY COUNCIL

Executive Director
Board of Public Works

EXECUTE CONTRACT AMENDMENT NO. 2 TO THE 22 PRE-QUALIFIED ON-CALL (PQOC) SMALL SIDEWALK REPAIR SERVICES CONTRACTORS FOR THE SIDEWALK REPAIR PROGRAM (SRP)

RECOMMENDING THE BOARD OF PUBLIC WORKS (BOARD):

1. APPROVE and FORWARD this report with transmittals to the Mayor and City Council requesting the following:
 - a. APPROVE Amendment No. 2, increasing the total contract term from five years up to seven years, to each of the contracts between the City of Los Angeles (City) and the following 22 PQOC contractors included in the Small Sidewalk Repair Services Contracts:
 - Clay Reed dba Aaxis Construction (C-128479)
 - Access Pacific, Inc. (C-128480)
 - Alameda Construction Services, Inc. (C-128481)
 - All American Asphalt (C-128482)
 - Atlas Underground, Inc. (C-128483)
 - Christopher Ugochukwu Ajagu dba Mantis Builders (C-128487)
 - Coleman Construction, Inc. (C-128485)
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 - EBS General Engineering, Inc. (C-128489)
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 - L.A. Electricom, Inc. (C-128490)
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 - Max Out, Inc. (C-128467)
 - Mike Pritch & Sons, Inc. (C-128468)
 - Palp, Inc. dba Excel Paving Company (C-128471)
 - PPC Construction, Inc. (C-128472)
 - Rojas Construction (C-128474)
 - Ruff Construction, Inc. (C-128475)
 - Valle Grande Construction (C-128478)
 - b. AUTHORIZE the President or two members of the Board to execute Amendment No. 2 for each of the Small Sidewalk Repair Services Contracts.

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FISCAL IMPACT STATEMENT

There is no direct impact to the General Fund. Funding for each work package issued under these amended contracts will be identified once the allocated source of fund is available.

TRANSMITTALS

1. Copy of the Bureau of Engineering (BOE) and Bureau of Contract Administration (BCA) Joint Report No. 1, adopted on October 21, 2016, authorizing the execution of the PQOC Small Sidewalk Repair Services Contracts for sidewalk repair services.
2. Copy of one of the original 35 executed PQOC contracts between the City and contractors.
3. Copy of the BOE and BCA Joint Report No. 1, adopted on September 11, 2019, authorizing the execution of Amendment No. 1.
4. Copy of one of the 22 executed Amendments No. 1 between the City and contractors.
5. Copy of Proposed Contract Amendment No. 2 wherein the language will serve as a template for all 22 contract amendments.

DISCUSSION

Background

On October 21, 2016, the Board authorized the City Engineer to administer the contracts for on-call small sidewalk construction and repair services and assign Work Packages to the PQOC contractors (Transmittal No. 1). Each contract was executed on October 28, 2016 for a three-year term (Transmittal No. 2). On September 11, 2019, the Board authorized the City Engineer to administer Amendment No. 1 for the responsive contractors who decided to continue with the PQOC contracts (Transmittal No. 3). Amendment No. 1 was executed for each of the 22 Contractors on November 12, 2019, extending the contracts for two additional years (Transmittal No. 4).

These PQOC Small Sidewalk Repair Services Contracts for small sidewalk repair services have been part of a pilot program to engage the City in the practice of Community-Level Contracting. This program aims to assist small contractors to navigate the complexities of public contracting, grow their contracting businesses, and provide an opportunity for the contractors to partner with the Transitional Job Opportunities Program (TJOP). The contracts are intended to make public contracting more accessible to small businesses by giving them the opportunity to do work directly for the City as prime contractors on smaller Work Packages of \$100,000 or less. To date, 30 of these Work Packages have been issued to the Small Sidewalk Repair Services PQOC list, totaling \$2,178,748.

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The PQOC Contracts allow the City to quickly provide small sidewalk construction and repair services throughout the City on a rotating basis, whereupon the contractors are placed to the bottom of the list once a Work Package is completed. The contractors are allowed to work on a maximum of two Work Packages per year with a not-to-exceed amount of \$100,000 for each Work Package. However, the City reserves the right to increase the maximum number of Work Packages if in its best interest.

Amendment

The current amended contracts will expire on October 27, 2021. Originally, 35 contractors were approved for this program. However, 13 contractors either chose not to continue or were unresponsive by the time the contracts were amended. Therefore, it is proposed that the existing 22 contracts be amended (Transmittal No. 5).

When Amendment No. 1 was issued, it was planned that the two-year extension would be sufficient time for the development of a new list of PQOC sidewalk contractors while providing an opportunity for all contractors on the current list to receive and complete a Work Package. Due to unforeseeable delays caused by the COVID-19 pandemic in the first half of 2020, some contractors on the rotating list will not be able to complete construction on the Work Packages assigned by the SRP before the current PQOC contract amendments expire. Therefore, an additional two-year amendment is requested to allow for small sidewalk contractors on the current list to complete their Work Packages, additional work opportunities for other small sidewalk contractors, continuity in sidewalk construction and repair services, and sufficient time to establish a new list of PQOC small sidewalk contractors. New contracts will need to be awarded once the new PQOC contractor list is established. However, the overlap period will allow the BOE to continue to issue Work Packages to meet the City's commitment to sidewalk repairs.

The Work Packages issued through these contracts would be funded by the appropriations provided in the SRP budget. Consequently, no additional financial commitment is required for the extension of the term and no guarantee of work is provided.

The following firms are proposed for this amendment. However, those with an asterisk (*) cannot be assigned a work package while pending registration with the Department of Industrial Relations (DIR), as required by California State Senate Bill 854 (SB 854):

1. Clay Reed dba Aaxis Construction [Other Business Enterprise (OBE)]
2. Access Pacific, Inc. [Minority Business Enterprise (MBE)]
3. Alameda Construction Services, Inc. [MBE, Local Business Enterprise (LBE)]
4. All American Asphalt (OBE)

5. *Atlas Underground, Inc. [MBE, Small Business Enterprise (SBE), Emerging Business Enterprise (EBE)]
6. *Christopher Ugochukwu Ajagu dba Mantis Builders (SBE, EBE)
7. *Coleman Construction, Inc. [MBE, Women Business Enterprise (WBE), SBE, EBE]
8. Commercial Coating Company, Inc. dba Commercial Paving & Coating (OBE)
9. EBS General Engineering, Inc. (OBE)
10. Geronimo Concrete, Inc. (MBE, WBE, SBE)
11. *INNO Construction, Inc. (MBE)
12. J.L. Moody Construction & Development, Inc. (MBE)
13. L.A. Electricom, Inc. (SBE, EBE)
14. *Little Potato, Inc. (MBE)
15. Los Angeles Engineering, Inc. (OBE)
16. Max Out, Inc. (MBE)
17. Mike Prlich & Sons, Inc. (OBE, LBE)
18. Palp, Inc. dba Excel Paving Company (OBE, LBE)
19. PPC Construction, Inc. (SBE, EBE, LBE)
20. Rojas Construction (OBE)
21. Ruff Construction (OBE)
22. Valle Grande Construction (MBE)

SB 854

The SB 854 requires all contractors and subcontractors who bid or work on a public works project to register with the State of California, DIR. No contractor or subcontractor may be awarded or work on a contract on a public works project unless they are registered with the DIR pursuant to Labor Code Section 1725.5. Additionally, an awarding body may not enter into a contract for public works with an unregistered contractor. Therefore, work packages will not be awarded to any contractor that is not registered with the DIR.

Business Inclusion Program (BIP)

On February 24, 2016, the Board waived the BIP outreach requirement for the Request for Qualifications (RFQ) to establish a PQOC list of Small Sidewalk Contractors. Many of the prime contractors on the list are small, local businesses that are encouraged to subcontract to MBE, WBE, SBE, EBE, Disabled Veteran Business Enterprises (DVBE), and OBE firms whenever opportunities to subcontract are available in the Work Packages assigned.

Of the twelve contracts issued after Amendment No. 1, eight contracts utilized the subcontractors as follows (Certification listed reflects status at time of award):

Council District No. 14 Small SRP Work Package No.15 - Awarded to Valle Grande Construction (MBE)

- The Jungle Nursery, Inc. (MBE)

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Council District No. 14 Small SRP Work Package No.17 - Awarded to Los Angeles Engineering (OBE, LBE)

- B&J Tree Service (OBE)

Small Sidewalk Access Request Acceleration Package No. 3 - Awarded to Coleman Construction (MBE, WBE, SBE, EBE)

- Tiger Tree Service (OBE)

Small Sidewalk Access Request Acceleration Package No. 4 - Awarded to Little Potato, Inc. (MBE)

- Treesmith Enterprises, Inc. (MBE, WBE, SBE, EBE)
- All American Asphalt (OBE)

Small Sidewalk Access Request Acceleration Package No. 6 - Awarded to EBS General Engineering (OBE)

- Misael Perez dba Omar & Sons Trucking, Inc. (MBE)
- V&E Tree Service dba V&E Landscape and Maintenance (SBE, EBE)

Small Sidewalk Access Request Acceleration Package No. 8 - Awarded to INNO Construction, Inc. (MBE)

- All American Asphalt (OBE)

Small Sidewalk Access Request Acceleration Package No. 9 - Awarded to All American Asphalt. (OBE)

- OTM Trucking (OBE)

Small Sidewalk Access Request Acceleration Package No. 10 - Awarded to Alameda Construction Services, Inc. (MBE, SBE)

- Treesmith Enterprises, Inc. (MBE, WBE, SBE, EBE)

Local Business Preference Program (LBPP)

On February 24, 2016, the Board waived the LBPP requirements for the RFQ. The contractors on the list will not be bidding on the Work Packages assigned to them and they will all be paid the same Stipulated Unit Prices for the work.

TJOP

On February 24, 2016, the Board approved the utilization of the TJOP list for the RFQ. The contractors and subcontractors on the pre-qualified list will be required to utilize the TJOP list prior to subcontracting. If the contractor and subcontractor anticipate employment opportunities, they must first reach out to the TJOP certified employer to fill any positions to satisfy contract requirements.

In Fiscal Year 2016-2017, five Small Sidewalk Repair Services Contracts were awarded. Of the five contracts, three contractors reached out to the TJOP employers. Two TJOP employers provided one worker for two contractors.

In Fiscal Year 2017-2018, seven Small Sidewalk Repair Services Contracts were awarded. Three contractors reached out to the TJOP employers. This time, only one TJOP employer was able to provide one employee to one contractor.

In Fiscal Year 2018-2019, six Small Sidewalk Repair Services Contracts were awarded (this included three projects from the Street and Stormwater Program). Four contractors reached out to the TJOP employers. One TJOP employer was able to provide one employee to one contractor.

In Fiscal Year 2019-2020, six Small Sidewalk Repair Services Contracts were awarded. Four contractors reached out to the TJOP employers. None of the TJOP employers were able to provide any employees to the contractors.

Prevailing Wage

Contractors must comply with the provisions of the Labor Code of the State of California in relation to Public Works wages for any contract awarded as a result of this RFQ. These provisions require the contractor to pay not less than the “General Prevailing Wage Rates” to all workers employed in the execution of the contract. The contractor must post a copy of the “General Prevailing Wage Rates” in a conspicuous place at the job site available to all employees and applicants for employment. The “General Prevailing Wage Rates” shall be those rates as determined by the Director of the DIR of the State of California.

Peak Hour Construction and Right-of-Way Obstruction Regulations

All contractors must comply with the requirements specified in the Los Angeles Municipal Code Section 62.61 related to peak hour traffic restrictions unless an exemption from the Peak Traffic Hours Prohibition is approved.

Compliance with City and Board Policies

All contractors participating in this program are subject to compliance with the following City’s Ordinances and policies: Contractor Responsibility Ordinance; Business Tax Registration Certificate; Non-Discrimination, Equal Employment Practices, and Affirmative Action; Insurance requirements; Equal Benefits Ordinance; Child Support Obligations Ordinance; Americans with Disabilities Act; Worker Retention Ordinance; Living Wage Ordinance; Slavery Disclosure Ordinance; Disclosure of Border Wall Contracting Ordinance; Non-Collusion; Municipal Lobbying Ordinance; First Source Hiring Ordinance; and Contractor’s Use of Criminal History for Consideration of Employment Applications. Failure to comply

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with all requirements will render the contract subject to termination pursuant to the conditions therein.

Contractor Performance Evaluation

In accordance with Division 10, Chapter 1, Article 13 of the City Administrative Code (L.A.A.C.), the Project Manager and the City Inspector for these construction contracts shall submit Contractor Performance Evaluation Reports to the BCA, Special Research & Investigation Section upon completion of each Work Package under these contracts.

Contractor Responsibility Ordinance

All contractors participating in this program are subject to compliance with the requirements specified in the City Contractor Responsibility Ordinance No. 173677 (Division 10, Chapter 1, Article 14 of the L.A.A.C.). Failure to comply with all requirements specified in the ordinance may render the contract subject to termination pursuant to the conditions expressed therein.

Notice of Intent to Contract and Charter Section 1022 Determination

The required Notification of Intent to Contract form was submitted to the City Administrative Officer on May 4, 2021. A Charter Section 1022 Determination was not submitted for this PQOC, as the SRP was declared an urgent necessity (Charter Section 371) by City Council on February 3, 2015 (Council File No. 14-0163-S4).

City Attorney Review

The proposed amendment has been reviewed and approved as-to-form by the City Attorney's Office.

STATUS OF FUNDING

No additional funding is required for extending the term of the contracts. Funding will be provided for individual Work Packages as they are issued.

The City's liability under these contracts shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be to the extent of such appropriation, subject to the terms and conditions of the contracts.

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(AV GV RMK JKS)

Report reviewed by:

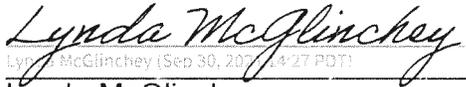
BOE (ADM and PAC)

Report prepared by:

Sidewalk Division

Arsen Voskerchyan, PE
Division Engineer
Phone No.: (213) 923-4963

Compliance review performed
and approved by:



Lynda McGlinchey (Sep 30, 2021 10:427 PDT)
Lynda McGlinchey
Program Manager II
Office of Contract Compliance
Bureau of Contract Administration

AV/EC/07-2021-0101_SWD.gva

Questions regarding this
report may be referred to:
Elliot Choi, Senior Management Analyst I
Phone No.: (213) 485-4456
E-mail: elliott.choi@lacity.org

Respectfully submitted,


Electronically signed by 21866

Gary Lee Moore, PE, ENV SP
City Engineer
Bureau of Engineering



John L. Reamer, Jr.
Inspector of Public Works
Bureau of Contract Administration

AS AMENDED**
ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California

*NOTE: See Attached Random
Drawing Results

Department of Public Works

Bureau of Engineering
Bureau of Contract Administration
Joint Report No. 1

OCT 21 2016


Executive Officer
Board of Public Works

October 21, 2016
CD Nos. All

REQUEST FOR AUTHORITY TO EXECUTE CONTRACTS FOR THE PRE-QUALIFIED ON-CALL (PQOC) SMALL SIDEWALK CONTRACTORS LIST FOR SMALL SIDEWALK CONSTRUCTION AND REPAIR SERVICES

RECOMMENDATIONS

**35

1. Approve the list of ~~36~~ qualified contractors to provide on-call sidewalk construction and repair services for various public works projects.
2. Authorize the President or two members of the Board of Public Works (Board) to execute the signed contracts received from the selected contractors and forward the executed contracts to the City Clerk to attest. The City Clerk and the Board will each retain one original copy. The remaining three copies will be returned to the Bureau of Engineering (BOE), Project Award and Control Division, Attention: Jonathan Carroll.
3. Determine the initial order of the PQOC Small Sidewalk Contractors List by a random drawing.
4. Authorize the City Engineer to administer the contracts for on-call sidewalk construction and repair services and assign work packages to the PQOC Small Sidewalk Contractors List.

TRANSMITTALS

1. Copy of the BOE and Bureau of Contract Administration (BCA) Joint Report No. 1, adopted on February 24, 2016, requesting authority to issue a Request for Qualifications (RFQ) for sidewalk repair services.
2. List of contractors responding to the RFQ.
3. List of Transitional Job Opportunities Program Directory.
4. Five copies of each of the contracts between the City of Los Angeles and the selected contractors.

TRANSMITTAL NO. 1

DISCUSSION

Background

On February 24, 2016, the Board authorized the City Engineer to issue a RFQ for the purpose of establishing a PQOC List of Small Sidewalk Contractors (Transmittal No. 1). The Board additionally authorized staff from the BOE and the BCA to evaluate and qualify respondents and develop a recommended list of contractors. The RFQ was advertised on the Los Angeles Business Assistance Virtual Network (LABAVN) on February 25, 2016 as well as through newspapers and publications. Two non-mandatory pre-submittal meetings were held on March 2, 2016 and April 5, 2016, respectively.

The Statement of Qualifications (SOQ) packages were required to be submitted to the BOE by 2:00 p.m. on May 5, 2016. One hundred and two (102) users downloaded the RFQ from the LABAVN website. Thirty-eight (38) contractors submitted their SOQ package by the required date and time (Transmittal No. 2). Additionally, a SOQ package from Advantage Demolition and Grading, Inc. was received after the required date and time on May 6, 2016 at 11:22 a.m. Consequently, it was not evaluated.

SOQ Review

The SOQ review was performed by an evaluation team consisting of members from both the BOE and the BCA. The submitted packages were evaluated for completeness, compliance with the mandatory submittal requirements such as appropriate state contractor licenses and state registration, and compliance with City contracting requirements. Rebel Concrete Breaking Service and CRCD Enterprises submitted a SOQ; however, they did not meet the minimum license requirements and were disqualified.

The following firms are proposed for the PQOC Small Sidewalk Contractors List:

1. Aaxis Construction (Clay Reed)*
2. Access Pacific, Inc.
3. Alameda Construction Services, Inc.
4. All American Asphalt
5. Atlas Underground, Inc.
6. Ayus & Co.*
7. BPR, Inc. dba Channel Islands Sidewalk Grinding*
8. Christopher Ugochukwu Ajagu dba Mantis Builders*

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9. Coleman Construction, Inc.*
10. Commercial Coating Co., Inc. dba Commercial Paving & Coating
11. EBS General Engineering, Inc.*
12. Frank Frew General Engineering Contractor*
13. Geronimo Concrete, Inc.*
14. Golden State One Construction Corporation*
15. IECLT, Inc.*
16. INNO Construction, Inc.*
17. Jason Tokushige dba Revive Landscape and Water Feature Design, Inc.*
18. JL Moody Construction & Development, Inc.*
19. JTC Construction, Inc.*
20. LA Electricom, Inc.*
21. Los Angeles Conservation Corps, Inc.
22. Little Potato, Inc.*
23. Los Angeles Engineering, Inc.
24. Max Out, Inc.*
25. Mike Prlich & Sons, Inc.
26. Orochena Construction Services, Inc.*
27. Ortiz & Son, Inc. dba Ortiz Construction Service*

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28. Palp, Inc. dba Excel Paving Company

~~** 29. Paveco Construction, Inc.~~

** 2930. PPC Construction, Inc.

** 3031. Ramona, Inc.

** 3132. Rojas Construction*

** 3233. Ruff Construction*

** 3334. Torres Construction Corp*

** 3435. Trident Construction Services*

** 3536. Valle Grande Construction*

* The Inspector of Public Works conducted First Time Bidder Past Performance Verifications prepared for the Board on July 14, 2016. These respondents have no record of having worked on any previous contracts awarded by the Board in the last five years. The Office of Contract Compliance has checked with various State agencies and none of these agencies reported any labor compliance problems on file concerning the respondents.

Local Business Preference Program (LBPP)

City Ordinance No. 181910 adopted the LBPP, which is designed to increase employment and expenditures in the local private sector. However, this list is not subject to the City's LBPP because the contractors will not be submitting bids for the work packages. Instead, work packages will be calculated based on stipulated prices and assigned to contractors on the list on a rotating basis.

Transitional Job Opportunities Program (TJOP)

The TJOP certifies business entities as a Transitional Employer. A Transitional Employer is an organization that provides transitional jobs for the long-term unemployed, and that has been certified by the Department of Public Works, BCA as a Transitional Employer.

This contract requires contractors and subcontractors to demonstrate a good faith effort in utilizing the TJOP list of employers (Transmittal No. 3) when hiring new employees and encourages utilizing the list prior to subcontracting.

Previous Work Record

Palp, Inc. dba Excel Paving Company (Palp) has been awarded numerous contracts issued by the Board within the last five years. Palp has compiled the following record of violations while performing construction contracts for the City:

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Project	Work Order No.	Infraction	Amount	Date	Contract No.
Chandler Boulevard and Lankershim Boulevard	E1904193	Illegal Substitution	\$9,561.10	November 26, 2012	C 108099
Raised Median Island of Cheviot Hills and Beverlywood	E1907174	Unapproved Subcontractor	\$ 865.77	February 4, 2013	C 113689
		Unapproved Contractor	\$2,289.89	February 4, 2013	C 113689
LAUSD Valley Region High School #4 Pedestrian Improvement	M0014067	Unapproved Subcontractor	\$2,300.00	March 15, 2013	C 119370
Discovery Science CTR of LA - Outdoor Improvement	E170128F	Unauthorized Substitution	\$1,567.75	October 26, 2015	C 123053

Los Angeles Engineering, Inc., has been awarded numerous contracts issued by the Board within the last five years. Los Angeles Engineering Inc., has compiled the following record of violations while performing construction contracts for the City:

Project	Work Order No.	Infraction	Amount	Date	Contract No.
Santa Monica Bay Low Flow Diversion Upgrades Package 1	EW40002F	Unauthorized Substitution	\$3,052	April 30, 2012	C 115664

Other than the aforementioned, no significant or unresolved problems in inspection or contract compliance have been experienced by the BCA.

Ramona, Inc., has been awarded numerous contracts issued by the Board within the last five years and has no record of any violations while performing these construction contracts for the city. However, Ramona has been issued two notices of Non-Compliance, dated February 9, 2012 and August 9, 2012 for trench shoring safety violations.

Access Pacific, Inc., Alameda Construction Services, Inc., All American Asphalt, Atlas Underground, Inc., Commerical Paving & Coating, Inc., dba Commercial Paving & Coating, Los Angeles Conservation Corp, Inc., Mike Prlich & Sons, Inc., Paveco Construction, Inc.,

and PPC Construction, Inc. have worked on numerous contracts issued by the Board. No significant or unresolved problems in inspection, contract compliance, or bidder responsibility have been experienced by the BCA.

Business Inclusion Program (BIP)

On January 12, 2011, the Mayor issued Executive Directive No. 14 which created the BIP. This program provides Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Small Business Enterprises (SBE), Emerging Business Enterprises (EBE), Disabled Veteran Business Enterprises (DVBE), and Other Business Enterprises (OBE), an equal opportunity to compete for and participate in City contracts.

However, the BIP outreach requirements for this RFQ were waived by the Board because many of the prime contractors on the list will be small, local businesses that will be encouraged to subcontract to MBE, WBE, SBE, EBE, DVBE, and OBE firms whenever opportunities to subcontract are available in the Work Packages assigned to them; the maximum amount of any Work Package assigned to the contractors on the list is \$100,000; and the contractors will be encouraged to utilize the TJOP prior to requesting approval to utilize any subcontractors.

Prevailing Wage

Contractors must comply with the provisions of the Labor Code of the State of California in relation to Public Works wages for any contract awarded as a result of this RFQ. These provisions require the contractor to pay not less than the "General Prevailing Wage Rates" to all workers employed in the execution of the contract. The contractor must post a copy of the "General Prevailing Wage Rates" in a conspicuous places at the job site available to all employees and applicants for employment. The "General Prevailing Wage Rates" shall be those rates as determined by the Director of the Department of Industrial Relations (DIR) of the State of California.

California State Senate Bill 854 (SB 854)

The SB 854 requires all contractors and subcontractors who bid or work on a public works project to register with the State of California, DIR. No contractor or subcontractor may be awarded or work on a contract on a public works project unless they are registered with the DIR pursuant to Labor Code Section 1725.5. Additionally, an awarding body may not enter into a contract for public works with an unregistered contractor. Therefore, work packages will not be awarded to any contractor that is not currently registered with the DIR.

Compliance with the City's Non-Discrimination Policies

The 36 contractors listed herein have complied with the Equal Benefits Ordinance and Slavery Disclosure Ordinance requirements of the RFQ. Moreover, by affixing their signature

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on the contract, the contractors have agreed to comply with the City's Non-Discrimination, Equal Employment Practices, and Affirmative Action Program provisions.

Contractor Performance Evaluation

In accordance with Article 13, Chapter 1, Division 10, of the City of Los Angeles Administrative Code (L.A.A.C.), the Project Manager and the City Inspector for these construction contracts shall submit Contractor Performance Evaluation Reports to the BCA upon completion of each work package under these contracts.

Peak Hour Construction and Right-of-Way Obstruction Regulations

All contractors must comply with the requirements specified in the Los Angeles Municipal Code Section 62.61, related to peak hour traffic restrictions, unless an exemption from the Peak Traffic Hours Prohibition is approved.

Contractor Responsibility Ordinance

All contractors participating in this program are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance No. 173677 (Article 14, Chapter 1, Division 10, L.A.A.C.). Failure to comply with all the requirements specified in the ordinance may render the contract subject to termination pursuant to the conditions expressed therein.

Enhanced Electrical Safety Policy

If the estimated value of the electrical work for this project is \$100,000 or more, the electrical work will be performed and inspected under the conditions of the most current, amended Board Enhanced Safety Policy.

Administration of the PQOC Small Sidewalk Contractor's Contracts

The BOE recommends that the Board delegate the authority to administer the construction orders issued under the contracts to the City Engineer with oversight by the Board.

Term of Contracts

The contracts will be effective for a period of three years from the date they are attested by the City Clerk.

City Attorney Approval

The Assistant City Attorney, Mr. Edward Jordan, has reviewed and approved the contracts (Transmittal No. 4) as-to-form.

Conclusion

**35 In view of the above findings, staff recommends that the Board approve the selection of the ~~36~~ contractors listed herein, execute the contracts, and authorize the City Engineer to administer the contracts for the PQOC Small Sidewalk Contractors List.

STATUS OF FINANCING

No funding is required for this fiscal year for the RFQ process. Funding information will be provided for individual projects as they are issued.

(JKS SJC RMK KRR WFB)

Report reviewed by:

Respectfully submitted,

BOE (ADM and SSD)

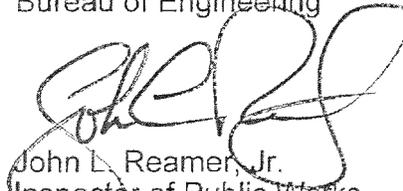


Report prepared by:

Gary Lee Moore, PE, ENV SP
City Engineer
Bureau of Engineering

Project Award and Control Division

Julie K. Sauter, PE
Division Engineer
Phone No. (213) 847-0577



Compliance Review performed
and approved by:

John L. Reamer, Jr.
Inspector of Public Works
Bureau of Contract Administration



Hannah Choi, Program Manager
Office of Contract Compliance
Bureau of Contract Administration

JKS/JC/08-2016-0174.PAC.gva

Questions regarding this
report may be referred to:
Jonathan Carroll, Senior Management Analyst
Phone No. (213) 847-0637
E-mail: Jonathan.Carroll@lacity.org

* RANDOM DRAWING RESULTS

Board of Public Works Meeting – October 21, 2016 – 10AM
PQOC Small Sidewalk Contractors
Initial Order Determination by Random Drawing

Company Name	Initial Order
Axis Construction	22
Access Pacific, Inc.	2
Alameda Construction Services, Inc.	11
All American Asphalt	10
Atlas Underground, Inc.	4
Ayus & Co.	15
BPR, Inc. dba Channel Islands Sidewalk Grinding	21
Christopher Ugochukwu Ajagu dba Mantis Builders	18
Coleman Construction, Inc.	27
Commercial Paving & Coating	19
EBS General Engineering, Inc.	6
Frank Frew General Engineering Contractor	33
Geronimo Concrete, Inc.	26
Golden State One Construction Corporation	34
IECLT, Inc.	29
INNO Construction Inc.	5
Jason Tokushige dba Revive Landscape and Water Feature Design, Inc.	32
JL Moody Construction & Development, Inc.	12
JTC Construction, Inc.	30
LA Electricom, Inc.	3
Little Potato, Inc.	31
Los Angeles Conservation Corps, Inc.	28
Los Angeles Engineering , Inc.	24
Max Out, Inc.	23
Mike Prlich & Sons, Inc.	8
Orochena Construction Services, Inc.	35
Ortiz and Son, Inc. dba Ortiz Construction Services	7
Palp, Inc. dba Excel Paving Company	25
Paveco Construction, Inc.	Withdrawn
PPC Construction, Inc.	16
Ramona, Inc.	20
Rojas Construction	13
Ruff Construction	17
Torres Construction Corp.	1
Trident Construction Services	9
Valle Grande Construction	14

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 11/02/2016

FROM (DEPARTMENT): BOARD OF PUBLIC WORKS

CONTACT PERSON: MARY CARTER PHONE: 213-978-0262

CONTRACT NO.: C-128464 COUNCIL FILE NO.: _____

ADOPTED BY COUNCIL: _____

APPROVED BY BPW: 10/21/2016
DATE

- NEW CONTRACT
- AMENDMENT NO. _____
- ADDENDUM NO. _____
- SUPPLEMENTAL NO. _____
- CHANGE ORDER NO. _____

CONTRACTOR NAME: LITTLE POTATO, INC.

TERM OF CONTRACT: 3 YEARS THROUGH: _____

TOTAL AMOUNT: \$100,000.00

PURPOSE OF CONTRACT:
ON-CALL SMALL SIDEWALK REPAIR SERVICES CONTRACT

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

TRANSMITTAL NO. 2

Pre-Qualified On-Call
Small Sidewalk Repair Services Contract

Between the

City of Los Angeles

and

Little Potato, Inc.

for the

Department of Public Works

Bureau of Engineering

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EXHIBIT D – CONSTRUCTION AND DEMOLITION WASTE RECYCLING
ORDINANCE

EXHIBIT E – NOT USED

EXHIBIT F – NOT USED

EXHIBIT G – LABOR COMPLIANCE MANUAL

EXHIBIT H – INSURANCE REQUIREMENTS

EXHIBIT I – TJOP LIST OF EMPLOYEES

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EXHIBIT L – BIDDER CERTIFICATION CEC FORM 50

EXHIBIT M – STIPULATED UNIT PRICES

CONTRACT FOR SMALL SIDEWALK REPAIR SERVICES

This CONTRACT is made and entered into by and between the CITY OF LOS ANGELES, Municipal Corporation acting by order of and through its Board of Public Works, hereinafter referred to as the "CITY", and Little Potato, Inc., hereinafter referred to as the "CONTRACTOR", and is set forth as follows:

WITNESSETH

Whereas, there is a need for sidewalk repair and the volume of sidewalks requiring repair is beyond the capacity of the CITY's forces; and

Whereas, pre-qualifying small sidewalk contractors will reduce the amount of time required to complete these projects; and

Whereas, the Board of Public Works (Board) of the CITY authorized the issuance of a "Request for Qualifications" (RFQ) to pre-qualify contractors for the Small Sidewalk Contractors List; and

Whereas, the Board approved the list of qualified contractors based on the requirements set forth in the RFQ.

Now, therefore, in consideration of the promises, covenants, and agreements hereinafter set forth, the CITY and the CONTRACTOR hereby agree as follows:

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

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

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

ARTICLE 2 - DEFINITIONS

It is understood that the following words and phrases are used herein; each shall have the meaning set forth opposite the same:

BOARD The Board of Public Works of the City of Los Angeles.

CITY The City of Los Angeles Department of Public Works or its subordinate Bureaus.

CONTRACTOR Little Potato, Inc.

DAY Calendar day, unless otherwise specified.

ENGINEER The City Engineer or their designated representative.

GENERAL CONDITIONS

The latest approved version of the City's Master General Conditions, as amended from time to time, and incorporated into this Contract as **Exhibit A** and attached to each WORK PACKAGE.

GENERAL REQUIREMENTS

The latest approved version of the City's Master General Requirements, as amended from time to time, and incorporated into this Contract as **Exhibit B** and attached to each WORK PACKAGE.

INSPECTOR The Inspector of Public Works or their designated representative.

NOTICE TO PROCEED

The written notice by the Engineer to the CONTRACTOR to commence work on the assigned Work Package.

STIPULATED UNIT PRICES

Prices paid for each item in a Work Package. CONTRACTORS on the list will be paid the same price for each item. The Stipulated Unit Prices are attached hereto as **Exhibit M** and incorporated by reference. They may be amended from time to time.

SUBCONTRACTOR

Hired by Prime Contractor with whom written subcontract has been fully executed.

WORK PACKAGE

Work assigned to CONTRACTOR on a rotating basis.

ARTICLE 3 - PROJECT DESCRIPTION

The proposed scope of work will include, but not be limited to the following. Actual Work Packages will include some or all of these activities:

- Sidewalk repair, removal, and installation
- Street tree removal, replacement, and pruning
- Tree planting including maintenance, trimming, and root pruning
- Traffic control (latest version of WATCH Manual, basic street repair) including permits

- Access curb ramp repair, removal, and installation
- Driveway apron repair, removal, and installation
- Saw-cutting and pavement removal
- Depressions repair
- Curb and gutter repair, removal, and installation (including painting)
- Backfill and compaction; minor earthwork and site grading
- Site and work area restoration and clean up
- Haul away of debris and assistance with the City's Debris Management Plan (**Exhibit C**) in the event of a declared emergency
- Implementing the City's Construction and Demolition Waste Recycling Ordinance requirements (**Exhibit D**)
- Landscaping; irrigation devices
- Drainage devices; re-installation or replacement of sidewalk furniture or fixtures, such as benches, planters, light poles, signage, parking meters, equipment enclosures, pull boxes, etc.
- Fencing and site security
- Surveying
- Subsurface utility/structure relocation

Work shall be performed in accordance with the City's General Conditions and General Requirements in effect at the time a work package is assigned (<http://boe.lacity.org/bms/menu.cfm>); Master Specifications Division 2 (Site Work); the latest edition of Standard Specifications for Public Works Construction (Greenbook) as modified by the most recent edition of the Brown Book; and each specific work package's plans, technical specifications, and all other related documents.

ARTICLE 4 - SCOPE OF SERVICES

- 4A. CONTRACTOR shall perform the work described in Article 3 as specified by each WORK PACKAGE. CONTRACTOR shall perform such work with a degree of skill and diligence normally employed by professional contractors performing the same or similar services.
- 4B. CONTRACTOR shall provide corrective services without charge to the CITY for services which fail to meet the above standards and which are reported to CONTRACTOR in writing within sixty (60) days of discovery. Should the CONTRACTOR fail or refuse to perform promptly its obligations under the warranty, the CITY may render or undertake the performance thereof and the CONTRACTOR shall be liable for any expenses thereby incurred.
- 4C. Upon receipt of a WORK PACKAGE and NOTICE TO PROCEED, the CONTRACTOR shall provide labor, materials, equipment and services, which may be needed to perform the required work.

All work shall be performed under the direction of and shall be strictly in accordance with instructions from the ENGINEER.

All work shall be inspected and accepted by the INSPECTOR.

All work shall be subject to acceptance by the BOARD.

4D. Not Used.

4E. Maintenance of Records

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract for each WORK PACKAGE, in their original form, in accordance with requirements prescribed by the CITY. These records shall be retained for a period of no less than three (3) years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

All of the aforementioned records shall be maintained on an industry recognized accounting basis and shall be clearly identifiable.

4F. Master Specifications

The CONTRACTOR shall follow the latest edition of the Bureau of Engineering's Master Specifications, as applicable. This requirement will only be waived in writing by the Deputy City Engineer in charge of the program. Unless otherwise specified, all work shall be done in accordance with the GENERAL CONDITIONS, GENERAL REQUIREMENTS, and any other Project Documents specified at the time the WORK PACKAGE is offered.

4G. Contractor's License Classification

At the time of submitting their Statement of Qualifications, the CONTRACTOR, at a minimum, must possess either an "A", "B" or "C-8" license and maintain the license for the term of the contract.

Additionally, the CONTRACTOR is required to register with the California Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5.

ARTICLE 5 - ASSIGNMENT OF WORK

The selected CONTRACTORS were listed in a random order by the BOARD. The up-to-date order of the ON-CALL LIST will be accessible from the Bureau of Engineering (BOE) website at <http://eng.lacity.org/>. Work Packages will be assigned to the CONTRACTORS on a rotating basis. As damaged sidewalks are identified for repair, the ENGINEER will notify the CONTRACTOR at the top of the ON-CALL LIST.

The CONTRACTOR will be informed of the location, scope of work, the name of the ENGINEER and contact information. In addition, the CONTRACTOR will receive a spreadsheet with the Work Package that shows the amount they will be paid for the work. Each CONTRACTOR on the list will be paid the Stipulated Unit Price for each item of work in the Work Package. Items not on the list will be negotiated by change order. The Stipulated Unit Prices are shown in **Exhibit M** of this contract. If the CONTRACTOR intends to subcontract portions of the work, they will be required to fill in the columns on the spreadsheet showing the percentage of the work for each line item that will be subcontracted, and the name of the subcontractor that will perform the work. CONTRACTOR shall submit a list of SUBCONTRACTORS to the BCA Inspector prior to the start of work on the project. This list must be approved by the Inspector prior to the start of work.

The CONTRACTOR will then be required to submit proof of insurance and payment and performance bonds for 100% of the cost of the Work Package to the Board of Public Works. CONTRACTORS are required to submit these to the Board within 5 days of the issuance of the Work Package.

The ENGINEER will then issue a Notice to Proceed to start work on the project. No work is authorized until the CITY issues the Notice to Proceed to the CONTRACTOR. CONTRACTORS are allowed to work on a maximum of two Work Packages per year; however, the CITY reserves the right to increase the maximum if in its best interest. Subsequent to an offer of a Work Package, CONTRACTORS will be rotated to the bottom of the list.

Once the ON-CALL LIST has been adopted by the BOARD, each January thereafter for the life of the ON-CALL LIST, the BOE will review the U.S. Department of Labor, Bureau of Labor Statistics Economic News Release for Materials and Components for Construction (<http://www.bls.gov/news.release/ppi.t02.htm>) and if the index has increased, the BOE will adjust accordingly the Stipulated Unit Prices that will be paid to the Contractors. The Stipulated Unit Prices will be adjusted as quickly as possible after the Department of Labor produces the January statistics. The CITY at its own discretion, may add additional items to the Stipulated Unit Prices list. The CONTRACTORS will be informed of any changes to the Stipulated Unit Prices. Work Packages assigned after this notification will be paid at the adjusted Stipulated Unit Price rates.

The CONTRACTOR must respond to the ENGINEER and start work in a timely manner as required by the ENGINEER. Failure to respond, submit the required documentation, and/or start work within the time required by the ENGINEER will be considered a rejection of work and the CONTRACTOR will be demobilized and not be paid for any incurred costs. The ENGINEER may offer the work to the next available CONTRACTOR on the ON-CALL LIST.

If the CONTRACTOR stops work without notifying the ENGINEER in advance, or if the CONTRACTOR stops work for any reason not acceptable to the ENGINEER, the CONTRACTOR will be demobilized and this will be counted as a work rejection. The

ENGINEER may offer the work to the next available CONTRACTOR on the ON-CALL LIST.

No guarantee of work is given or implied to any of the CONTRACTORS on the list. The CITY, at its sole discretion, shall determine whether to assign repair or replacement work under this CONTRACT. In addition, the BOARD has delegated such authority to the ENGINEER under guidelines established by the BOARD. This Contract shall in no way limit the authority of the Bureaus in the Department of Public Works to repair sidewalks using other means.

ARTICLE 6 - NOT USED

ARTICLE 7 - NOT USED

ARTICLE 8 - TERM OF CONTRACT

The term of this Contract shall begin on the date of full execution **and shall expire in three (3) years** unless terminated sooner as provided under Article 9 of this Contract or extended by amendment.

ARTICLE 9 - TERMINATION

9A. Termination for Convenience

The CITY may terminate this Contract for the CITY'S convenience at any time by giving CONTRACTOR thirty (30) days written notice thereof. Upon receipt of said notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The CITY shall pay CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONTRACTOR to affect such termination. Thereafter, CONTRACTOR shall have no further claims against the CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become CITY property upon the date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

9B. Termination for Breach of Contract

9B.1 Except for excusable delays as provided in Article 20, if CONTRACTOR fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the CITY may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to the CITY within the time permitted by the CITY, then the CITY may terminate this Contract due to CONTRACTOR'S breach of this Contract.

- 9B.2 If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then the CITY may immediately terminate this Contract.
- 9B.3 If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this Contract or violates the CITY'S lobbying policies, then the CITY may immediately terminate this Contract.
- 9B.4 In the event the CITY terminates this Contract as provided in this Section, the CITY may procure, upon such terms and in such manner as the CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to the CITY for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 9B.5 All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become CITY property upon date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.
- 9B.6 If, after notice of termination of this Contract under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 9A Termination for Convenience.
- 9B.7 The rights and remedies of the CITY provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE 10 - SUBCONTRACTOR APPROVAL

CONTRACTOR shall not use subcontractors to assist in performance of this Contract without the prior written approval of the CITY. If the CITY permits the use of subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this Contract. The CONTRACTOR is required to provide the CITY a list of all subcontractors including the name and address of the firms. The CITY has the right to approve CONTRACTOR'S subcontractors and the CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay CONTRACTOR'S subcontractors and nothing herein creates any privity between the

CITY and the subcontractors. Wholly-owned subsidiaries of CONTRACTOR shall not be considered subcontractors.

ARTICLE 11 - COMPENSATION, INVOICING, & PAYMENT

- Compensation

- 11A. Except as delineated hereunder, the CITY will compensate the CONTRACTOR for performing work issued through a Work Package under this Contract based on the provisions of the Master General Requirements
- 11B. The CONTRACTOR and all subcontractors performing work under this Contract are to comply with all provisions of the State's Prevailing Wage Requirements. The CITY'S Labor Compliance Manual is included in **Exhibit G** to serve as a guide and is not intended to supersede the requirements as stated in the California Labor Code.
- 11C. Work performed in absence of, or contrary to, the ENGINEER'S instructions and consent will not be compensated.

Invoicing and Payment

- 11D. Not Used
- 11E. Not Used
- 11F. Not Used
- 11G. Payment for the CONTRACTOR'S payment requests will be based on the Stipulated Unit Prices in effect at the actual time the Work Package is issued.
- 11H. CONTRACTOR payment requests which are incomplete and/or not utilizing the procedure as described above shall be returned for correction and to be resubmitted.
- 11I. Record drawings (As-Builts) of the completed work shall be included with the payment request. Payment requests not containing this information will be returned for correction and to be resubmitted.
- 11J. Payment requests shall be submitted to the following address:

Bureau of Contract Administration
1149 South Broadway, 3rd Floor
Los Angeles, California 90015
Attention: Chief Construction Inspector
Reference: Contract No. ____, Billing No. _____

ARTICLE 12 - AMENDMENTS, CHANGES, AND MODIFICATIONS

Amendments, changes, or modifications to the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties thereto.

ARTICLE 13 - INDEMNIFICATION AND INSURANCE

13A. Indemnification

Except for the active negligence or willful misconduct of the CITY, or any of its Boards, officers, agents, employees, assigns, and successors in interest, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless the CITY and any of its Boards, officers, agents, employees, assigns and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorney's fees (both in-house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by CONTRACTOR or its subcontractors of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of this article shall survive expiration or termination of this Contract.

13B. Insurance

Within five days of the issuance of a Work Package and without limiting CONTRACTOR'S indemnification of the CITY, CONTRACTOR must be able to provide at its own expense, a program of insurance having the coverage and limits customarily carried and actually arranged by CONTRACTOR, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form Gen 146 in **Exhibit H** hereto), covering its operations hereunder. Such insurance shall conform to CITY requirements established by Charter, ordinance or policy shall comply with the Insurance Contractual Requirements and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management.

ARTICLE 14 - INDEPENDENT CONTRACTORS

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

ARTICLE 15 - AFFIRMATIVE ACTION PROGRAM

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

- A. During the performance of a CITY contract, CONTRACTOR certifies and represents that CONTRACTOR and each SUBCONTRACTOR hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. CONTRACTOR shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. By affixing its signature on this contract which is subject to the Affirmative Action Program provisions, the CONTRACTOR shall agree to adhere to the Affirmative Action provisions for the duration of this contract and certifies that CONTRACTOR has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of CITY contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any CONTRACTOR to comply with the Affirmative Action Program provisions of CITY contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made

except upon a full and fair hearing after notice and an opportunity to be heard has been given to CONTRACTOR.

- F. Upon a finding duly made that CONTRACTOR has breached the Affirmative Action Program provisions of a CITY contract, the Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said CONTRACTOR is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that CONTRATOR has been guilty of willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a CITY contract, there may be deducted from the amount payable to CONTRACTOR by the CITY under the contract, a penalty of ten dollars (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a CITY contract.
- H. Notwithstanding any other provisions of a CITY contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in CITY contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirement of Section 10.13 of the Los Angeles Administrative Code.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the CITY with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for an Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and CONTRACTOR.
- M. Intentionally blank.

- N. Any adjustments which may be made in the CONTRACTOR'S or supplier's work force to achieve the requirements of the CITY'S Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Intentionally blank.
- P. Intentionally blank.
- Q. All CONTRACTORS subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the Contract with the CITY and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR'S Contract with the CITY.

ARTICLE 16 - NONDISCRIMINATION

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

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

ARTICLE 17 - NOT USED

ARTICLE 18 - SUCCESSORS AND ASSIGNS

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided;

however, that no assignment of the Contract shall be made without written consent of the parties to this Contract as required under Article 32 Prohibition Against Assignment or Delegation.

ARTICLE 19 - CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION

All notices shall be made in writing and may be given by personal delivery or by mail. Such notices sent by mail should be registered or certified and sent to the designated contact person for each party addressed as follows:

To the CITY: Carl Nelson, PE
Sidewalk Division
Bureau of Engineering
1149 South Broadway Street, Suite 800
Los Angeles, CA 90015

To the CONTRACTOR: Little Potato, Inc.
Reginald Wortham
1037 West 45th Street
Los Angeles, CA 90037

ARTICLE 20 - EXCUSABLE DELAYS

Notwithstanding any other revisions hereof, neither CONTRACTOR nor the CITY shall be held responsible or liable for failure to meet their respective obligations under this Contract, if such failure shall be due to causes beyond the CONTRACTOR's or the CITY's control. Such causes include, but are not limited to, strikes, fire, flood, civil disorder, acts of God, or of the public enemy, acts of federal government, or any act of state or local government in either sovereign or contractual capacity, epidemics, quarantine restrictions, or delays in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

ARTICLE 21 - SEVERABILITY

Should any portion of this Contract be determined to be void or unenforceable, such shall be severed from the whole and the Contract will continue as modified.

ARTICLE 22 - DISPUTES

Should a dispute or controversy arise concerning provisions of this Contract or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction.

ARTICLE 23 - ENTIRE CONTRACT

This Contract sets forth all the rights, duties, agreements, representation, and understandings of the parties hereto with respect to the subject matter hereof, and

supersedes and/or replaces any previous understandings, proposals, commitments or agreements, whether oral or written, relating thereto. This Contract may be modified or amended only as herein provided.

ARTICLE 24 - APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles. This Contract shall be governed by, enforced, and interpreted under the laws of the State of California and the City of Los Angeles. If any part, term or provision of this Contract shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government agency having jurisdiction over this Contract, the validity of the remaining portions of provisions shall not be affected thereby.

ARTICLE 25 - LOS ANGELES CITY BUSINESS TAX REGISTRATION

The CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the Los Angeles City's Business Tax Ordinance (Article 1, Chapter 2, Section 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Contract, the CONTRACTOR shall maintain all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended.

ARTICLE 26 - BONDS

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

ARTICLE 27 - CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. CONTRACTOR is required to complete a Certification of Compliance with Child Support Obligations which is attached hereto as **Exhibit J** and incorporated herein by this reference. Pursuant to the Child Support Assignment Orders Ordinance, CONTRACTOR will fully comply with all applicable state and federal employment reporting requirements for CONTRACTOR'S employees. CONTRACTOR shall also certify (1) that the principal owner(s) of CONTRACTOR is (are) in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that CONTRACTOR will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that CONTRACTOR will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, failure of CONTRACTOR to comply with all applicable reporting requirements or to implement

lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, or the failure of any principal owner(s) of CONTRACTOR to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

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

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

ARTICLE 28 - PREVAILING WAGE RATES

CONTRACTOR must comply with the provisions of the Labor Code of the State of California in relation to Public Works wages. These provisions require the CONTRACTOR to pay not less than the "General Prevailing Wage Rates" to all workers employed in the execution of the contract. CONTRACTOR must post a copy of the "General Prevailing Wage Rates" in a conspicuous place at the job site available to all employees and applicants for employment.

The "General Prevailing Wage Rates" shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. CONTRACTOR can obtain copies of these rates by calling OCC at (213) 847-1922. CONTRACTOR can also obtain information regarding prevailing wage rates from the Office of Policy, Research, and Legislation, Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142-0603, (415) 703-4780.

ARTICLE 29 - AMERICANS WITH DISABILITIES ACT

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

with the Americans with Disabilities Act is attached hereto as **Exhibit K** and incorporated herein by this reference.

ARTICLE 30 - EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

1. During the performance of the Contract, CONTRACTOR certifies and represents that CONTRACTOR will comply with the EBO.
2. The failure of CONTRACTOR to comply with the EBO will be deemed to be a material breach of this Contract by the CITY.
3. If CONTRACTOR fails to comply with the EBO, the CITY may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the CITY. The CITY may also pursue any and all other remedies at law or in equity for any breach.
4. Failure to comply with the EBO may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
5. If the CITY'S Designated Administrative Agency determines that a CONTRACTOR has set up or used its contracting entity for the purpose of evading the intent of the EBO, the CITY may terminate the Contract. Violation of this provision may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

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

“During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-2605.”

ARTICLE 31 - WAIVER

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

ARTICLE 32 - PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

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

(a) Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

(b) Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

ARTICLE 33 - PERMITS, LICENSES, AND CERTIFICATIONS

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

ARTICLE 34 - CLAIMS FOR LABOR AND MATERIALS

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

ARTICLE 35 - NOT USED

ARTICLE 36 - CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq. of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, which requires the CONTRACTOR to update its responses to the Responsibility Questionnaire within thirty (30) calendar days after any change to the responses previously provided if such change would affect CONTRACTOR'S fitness and ability to continue performing the contract.

ARTICLE 37 - BREACH

Except for excusable delays as described in Article 20, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

ARTICLE 38 - SLAVERY DISCLOSURE ORDINANCE

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

ARTICLE 39 - BIDDER ETHICS

Pursuant to the Los Angeles Municipal Lobbying Ordinance, any bidder for a contract shall submit with its proposal a Bidder Certification CEC Form 50 (**Exhibit L**), proscribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Ordinance if the bidder qualifies as a lobbying entity under the Ordinance. Questions on this Ordinance should be directed to the City Ethics Commission at (213) 978-1960.

ARTICLE 40 - FALSE CLAIMS ACT

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

ARTICLE 41 - EQUAL EMPLOYMENT PRACTICES

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

41A. During the performance of this Contract, CONTRACTOR agrees and represents that it will provide equal employment practices and CONTRACTOR and each subcontractor hereunder will ensure that in his or her employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

41A.1 This provision applies to work or services performed or materials manufactured or assembled in the United States.

41A.2 Nothing in this Section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

41A.3 CONTRACTOR agrees to post a copy of these provisions in conspicuous places at its place of business available to employees and applicants for employment.

41B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry,

national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- 41C. By affixing its signature on this Contract that is subject to the Equal Employment Practices provisions, the CONTRACTOR shall agree to adhere to the Equal Employment Practices provisions for the duration of the Contract. CONTRACTOR shall certify 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.
- 41D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. On their or either of their request, CONTRACTOR shall provide evidence that he or she has or will comply therewith.
- 41E. The failure of any CONTRACTOR to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of CITY contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to CONTRACTOR.
- 41F. Upon a finding duly made that CONTRACTOR has failed to comply with the Equal Employment Practices provisions of a CITY contract, the Contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the CONTRACTOR is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two years, or until CONTRACTOR shall establish and carry out a program in conformance with the provisions hereof.
- 41G. Notwithstanding any other provision of this Contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- 41H. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- 41I. At the time a supplier registers to do business with the CITY, or when an individual bid or proposal is submitted, CONTRACTOR shall agree to adhere to

the Equal Employment Practices specified herein during the performance or conduct of CITY Contracts.

41J. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

41J.1 Hiring practices;

41J.2 Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

41J.3 Training and promotional opportunities, and

41J.4 Reasonable accommodations for persons with disabilities.

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

ARTICLE 42 - CONTRACTOR EVALUATION ORDINANCE

The Contractor Evaluation Ordinance (Los Angeles City Ordinance #173018) and the Rules for the Evaluation of CONTRACTORS require departments to conduct performance evaluations for all contracts over \$25,000. Within 14 days of the completion of a WORK PACKAGE, the CITY's contract administrators will complete and submit evaluation forms to the Bureau of Contract Administration. The evaluations will be based upon on a number of criteria, including the quality of the work performed; timeliness of performance; compliance with budget; and expertise of personnel assigned to the contract. The final evaluations and any response from the CONTRACTOR will be available to other City departments to be used as a reference check and may be incorporated in the selection process.

ARTICLE 43 - NOT USED

ARTICLE 44 - TRANSITIONAL JOB OPPORTUNITIES PROGRAM (TJOP)

This Contract requires the CONTRACTOR, including any participating SUBCONTRACTORS, to demonstrate they made a good faith effort in utilizing the TJOP list of employers when hiring new employees and encourages utilizing the list prior to subcontracting.

1. CONTRACTOR shall, prior to the execution of the CONTRACT, provide Los Angeles Bureau of Contract Administration (BCA) a list of current employees (Exhibit I).

2. CONTRACTOR pledges that during the term of the CONTRACT, once a Work Package is received, the CONTRACTOR shall a) Provide notification of any new employment opportunity to a TJOP certified employer prior to receiving the Notice to Proceed; b) Interview/Evaluate individuals referred by the TJOP certified employer; and c) Inform the BCA of the names of the individuals the TJOP referred and the names of the referred individuals the CONTRACTOR hired. For the referred individuals not hired even though there was a position open, the CONTRACTOR must provide a reasonable explanation why the referred individuals were not hired.

Where the BCA has determined that the CONTRACTOR did not use the TJOP certified employer list, the Awarding Authority may assess the CONTRACTOR with a statutory penalty equal to the greater of \$1,000 or twenty percent the value of the work package; terminate this Contract for breach; and/or apply the City's Contractor Responsibility Ordinance to the CONTRACTOR.

ARTICLE 45 - CALIFORNIA STATE SENATE BILL 854

Contractors are advised of the following changes made by California State Senate Bill 854 to the State of California Department of Industrial Relations:

1. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the California Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)].
2. No contractor or subcontractor may be awarded a contract for work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.

CONTRACTOR must maintain their registration with the California DIR for the life of the contract.

This Contract was executed by the parties on the day and year written below and inscribed before the respective signatures.

Little Potato, Inc.

By: *Reginald Wortham*

Print Name: Reginald Wortham

Title: President

Date: 10/11/2016

CITY OF LOS ANGELES

By: *[Signature]*

Title: President, Board of Public Works

Date: OCT 28 2016

By:

Date:

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: *[Signature]* *[Signature]*

Date:



11-1-16

C - 128464

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: *[Signature]*

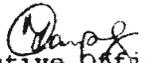
Title: Assistant City Attorney

Date: OCT 21 2016

Department of Public Works
Bureau of Engineering
Bureau of Contract Administration
Joint Report No. 1

September 11, 2019
CD Nos. All

BPW-2021-0727
BPW-2019-0722
ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles, California
AND REFERRED TO THE MAYOR
SEP 11 2019


Executive Officer
Board of Public Works

**REQUEST FOR AUTHORITY TO EXECUTE AMENDMENT NOS. 1 TO 35 PRE-QUALIFIED ON-CALL (PQOC)
SMALL SIDEWALK REPAIR SERVICES CONTRACTS FOR THE SIDEWALK REPAIR PROGRAM**

RECOMMENDATIONS

1. Recommending the Board of Public Works (Board) to approve and forward this report with transmittals to the Mayor requesting the following:
 - a. Approve Amendment No. 1 to each of the contracts between the City of Los Angeles (City) and the 30 PQOC contractors included in the Small Sidewalk Repair Services Contracts to increase the total contract term from three years to five years.
 - b. Authorize the President or two members of the Board to execute Amendment No. 1 for each Small Sidewalk Repair Services Contract.
2. Notify the Bureau of Engineering (BOE), Sidewalk Repair Program when each Small Sidewalk Repair Services Contract amendment is ready to be executed by the Board, whereupon five original copies of the amendment will be delivered to the Executive Officer of the Board for signature.
3. Upon execution, request the City Clerk to attest and certify the five original copies of Amendment No. 1 for each Small Sidewalk Repair Services Contract. The City Clerk and the Board will each retain one original copy and three original copies are to be returned to the BOE.

FISCAL IMPACT STATEMENT

There is no direct impact to the General Fund. Funds for each project issued under these amended contracts will be identified once the allocated source of fund is available.

TRANSMITTALS

1. Copy of each of the original 35 executed PQOC Small Sidewalk Repair Services Contracts for sidewalk repair services approved by the Board on October 21, 2016.
2. Copy of Proposed Amendment No. 1 in which the language will serve for all 30 contract amendments.

TRANSMITTAL NO. 3

DISCUSSION

Background

On October 21, 2016, the Board authorized the City Engineer to administer the contracts for on-call small sidewalk construction and repair services and assign work packages to the list of 35 PQOC contractors. These contracts are intended to give smaller contractors an opportunity to work as a prime contractor on City projects, help them grow their contracting businesses, and partner with the Transitional Job Opportunities Program (TJOP). The maximum amount of any work package assigned to contractors on the list is \$100,000. The PQOC contractor list allows the City to quickly provide small sidewalk construction and repair services throughout the City on a rotating basis. The contractors will be rotated to the bottom of the list once a work package is completed. The contractors are allowed to work on a maximum of two work packages per year. However, the City reserves the right to increase the maximum number of work packages if it is in the City's best interest.

Amendment

The current contracts (Transmittal No. 1) will expire on October 27, 2019. Originally, 35 contractors were approved for this program. With this amendment, five contractors chose not to continue. Therefore, it is proposed that 30 contracts be amended. (Transmittal No. 2). A two-year amendment is requested to allow sufficient time for the development of a new list of PQOC sidewalk contractors, and to allow for continuity in sidewalk construction and repair services. Once the new PQOC contractor list is established, new contracts will need to be awarded. However, the overlap period will allow the BOE to continue to issue work packages to meet the City's commitment to sidewalk repairs. The work packages issued through these contracts would be funded by the available funds in the Sidewalk Repair Program. Consequently, no financial commitment is required for the extension of the term and no guarantee of work is provided.

The following firms are proposed for this amendment. However, those with an asterisk (*) cannot be assigned a work package while pending registration with the Department of Industrial Relations (DIR), as required by California State Senate Bill 854 (SB 854):

1. *Torres Construction Corp [Other Business Enterprises (OBE), Local Business Enterprises (LBE)]
2. Access Pacific, Inc. [Minority Business Enterprise (MBE)]
3. L.A. Electricom, Inc. [Small Business Enterprise (SBE), Emerging Business Enterprise (EBE)]
4. Atlas Underground, Inc. (MBE, SBE, EBE, LBE)
5. *INNO Construction, Inc. dba Phoenix Roofing (MBE)
6. EBS General Engineering, Inc. (OBE)
7. Ortiz & Son, Inc. dba Ortiz Tractor/Construction Services (SBE)
8. Mike Prlich & Sons, Inc. (SBE, LBE)
9. Loyalty Construction Services, Inc. dba Trident Construction Services (OBE)
10. All American Asphalt (OBE)

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11. Alameda Construction Services, Inc. (MBE)
12. * J.L. Moody Construction & Development, Inc. (MBE, SBE, EBE)
13. Rojas Construction (OBE)
14. Valle Grande Construction (MBE)
15. Ayus & Co., Inc. (SBE, EBE, LBE)
16. PPC Construction, Inc. (SBE, EBE, LBE)
17. *Theresa Ruff Johnson dba Ruff Construction (OBE, LBE)
18. *Christopher Ugochukwu Ajagu dba Mantis Builders (SBE, EBE, LBE)
19. Commercial Coating Company, Inc. dba Commercial Paving and Coating (SBE)
20. Ramona, Inc. (OBE, LBE)
21. BPR, Inc. dba Channel Islands Sidewalk Grinding (OBE)
22. Clay Reed dba Aaxis Construction (MBE, SBE, EBE)
23. Max Out, Inc. (MBE, SBE, EBE)
24. Los Angeles Engineering, Inc. (OBE, LBE)
25. Palp, Inc. dba Excel Paving Company (OBE, LBE)
26. Geronimo Concrete, Inc. [MBE, Women-Owned Business Enterprise (WBE)]
27. Coleman Construction, Inc. (MBE, WBE, SBE, EBE)
28. Los Angeles Conservation Corps, Inc. (OBE)
29. IECLT, Inc. [SBE, Disabled-Veteran Business Enterprise (DVBE), LBE]
30. Little Potato, Inc. (MBE, SBE, EBE)

***California State SB 854**

The SB 854 requires all contractors and subcontractors who bid or work on a public works project to register with the State of California, DIR. No contractor or subcontractor may be awarded or work on a contract on a public works project unless they are registered with the DIR pursuant to Labor Code Section 1725.5. Additionally, an awarding body may not enter into a contract for public works with an unregistered contractor. Therefore, work packages will not be awarded to any contractor that is not registered with the DIR.

Business Inclusion Program (BIP)

On February 24, 2016, the Board waived the BIP outreach requirement for the Request for Qualifications (RFQ) to establish a PQOC list of Small Sidewalk Contractors. Many of the prime contractors on the list are small, local businesses that are encouraged to subcontract to MBE, WBE, SBE, EBE, DVBE, and OBE firms whenever opportunities to subcontract are available in the work packages assigned.

Of the twelve contracts issued, five contracts utilized the subcontractors as follows:

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Small Sidewalk Work Package No. 3 - Awarded to L.A. Electricom, Inc. (SBE, EBE)

- All American Asphalt (OBE)
- V & E Tree Services, Inc. dba V & E Landscape & Maintenance (OBE)

Small Sidewalk Work Package No. 4 - Awarded to Atlas Underground, Inc. (MBE, SBE, EBE, LBE)

- All American Asphalt (OBE)
- Tom Grbavac & Sons, Inc. (WBE, SBE, EBE)

Small Sidewalk Work Package No. 5 - Awarded to INNO Construction, Inc. (MBE)

- Flintridge Tree Care, Inc. (OBE)

Small Sidewalk Work Package No. 8 - Awarded to Mike Prlich & Sons, Inc. (SBE, LBE)

- All American Asphalt (OBE)

Small Sidewalk Work Package No. 14 - Awarded to J.L. Moody Construction & Development, Inc. (MBE, SBE, EBE)

- American Reclamation, Inc. (OBE, LBE)
- ARS Construction Services, Inc. dba Concrete Cutting International (MBE, SBE, EBE)
- L.E.D.R. Corp. (SBE, EBE)

Local Business Preference Program (LBPP)

On February 24, 2016, the Board waived the LBPP requirements for the RFQ. The contractors on the list will not be bidding on the Work Packages assigned to them and they will all be paid the same Stipulated Unit Prices for the work.

TJOP

On February 24, 2016, the Board approved the utilization of the TJOP list for the RFQ. The contractors and subcontractors on the pre-qualified list will be required to utilize the TJOP list prior to subcontracting. If the contractor and subcontractor anticipate employment opportunities, they must first reach out to the TJOP certified employer to fill any positions to satisfy contract requirements.

In Fiscal Year 2016-2017, five Small Sidewalk Repair Services Contracts were awarded. Of the five contracts, three contractors reached out to the TJOP employers. Two TJOP employers provided one worker for two contractors.

In Fiscal Year 2017-2018, seven Small Sidewalk Repair Services Contracts were awarded. Three contractors reached out to the TJOP employers. This time, only one TJOP employer was able to provide one employee to one contractor.

Prevailing Wage

Contractors must comply with the provisions of the Labor Code of the State of California in relation to Public Works wages for any contract awarded as a result of this RFQ. These provisions require the contractor to pay not less than the "General Prevailing

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Wage Rates” to all workers employed in the execution of the contract. The contractor must post a copy of the “General Prevailing Wage Rates” in a conspicuous place at the job site available to all employees and applicants for employment. The “General Prevailing Wage Rates” shall be those rates as determined by the Director of the DIR of the State of California.

Peak Hour Construction and Right-of-Way Obstruction Regulations

All contractors must comply with the requirements specified in the Los Angeles Municipal Code Section 62.61 related to peak hour traffic restrictions, unless an exemption from the Peak Traffic Hours Prohibition is approved.

Contractor Performance Evaluation

In accordance with Division 10, Chapter 1, Article 13, of the City Administrative Code (L.A.A.C.), the Project Manager and the City Inspector for these construction contracts shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration upon completion of each work package under these contracts.

Contractor Responsibility Ordinance

All contractors participating in this program are subject to compliance with the requirements specified in the City Contractor Responsibility Ordinance No. 173677 (Division 10, Chapter 1, Article 14, L.A.A.C.). Failure to comply with all the requirements specified in the ordinance may render the contract subject to termination pursuant to the conditions expressed within.

Compliance with the City’s Non-Discrimination Policies

All contractors participating in this program are subject to compliance with the following non-discrimination policies:

- Non-Discrimination, Equal Employment Practices, and Affirmative Action Provisions
- Equal Benefits Ordinance
- Worker Retention Ordinance
- Living Wage Ordinance
- Slavery Disclosure Ordinance
- Contractors’ Use of Criminal History for Consideration of Employment Applications
- First Source Hiring Ordinance
- Disclosure of Board Wall Contracting Ordinance
- Disclosure of Contracting and Sponsorship of the National Rifle Association Ordinance

Failure to comply with all requirements will render the contract subject to termination pursuant to the conditions therein.

City Attorney Review

The proposed amendments have been reviewed and approved as-to-form by the City Attorney's Office.

STATUS OF FUNDING

No additional funding is required for extending the term of the contracts. Funding will be provided for individual work packages as they are issued.

The City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be to the extent of such appropriation, subject to the terms and conditions of the contract.

(RV EBO RMK JKS CLS)

Report reviewed by:

Respectfully submitted,

BOE (ADM and PAC)



Report prepared by:

Gary Lee Moore, PE, ENV SP
City Engineer
Bureau of Engineering

Sidewalk Division

Robert Vega, PE
Division Engineer
Phone No. (213) 485-1459



Compliance Review performed
and approved by:

John L. Reamer, Jr.
Inspector of Public Works
Bureau of Contract Administration



Hannah Choi, Assistant Director
Office of Contract Compliance
Bureau of Contract Administration

RV/AK/12-2018-0223.SWD.ccl

Questions regarding this
report may be referred to:
Alice Kim, Civil Engineer
Phone No. (213) 847-4811
E-mail: Alice.Kim@lacity.org

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 11/13/19

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): BOARD OF PUBLIC WORKS

CONTACT PERSON: KUMI SUZUKI PHONE: 213-978-0262

CONTRACT NO.: C-128464 COUNCIL FILE NO.: 0150-11491-0000

ADOPTED BY COUNCIL: 10/29/2019

DATE

APPROVED BY BPW: 11/08/2019

DATE

NEW CONTRACT _____
AMENDED AND RESTATED _____
ADDENDUM NO. _____
SUPPLEMENTAL NO. _____
CHANGE ORDER NO. _____
AMENDMENT 1 _____

CONTRACTOR NAME: LITTLE POTATO, INC.

TERM OF CONTRACT: 2 YEARS THROUGH:

TOTAL AMOUNT: \$100,000.00

PURPOSE OF CONTRACT:

ON-CALL SMALL SIDEWALK REPAIR SERVICES CONTRACT

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

TRANSMITTAL NO. 4

Amendment No. 1
to
Contract No. C-128464
between
City of Los Angeles
and
Little Potato, Inc.
for

Small Sidewalk Construction and Repair Services
Department of Public Works – Bureau of Engineering
Sidewalk Repair Program

AMENDMENT NO. 1 TO CONTRACT NO. C-128464, FOR SMALL SIDEWALK CONSTRUCTION AND REPAIR SERVICES BETWEEN THE CITY OF LOS ANGELES AND LITTLE POTATO, INC.

This Amendment modifies Contract No. C-128464 executed on October 28, 2016, between the City of Los Angeles, hereinafter referred to as the "CITY", and Little Potato, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, there is a need for sidewalk repair and the volume of sidewalk requiring repair is beyond the capacity of the CITY's forces; and

WHEREAS, pre-qualifying sidewalk contractors will reduce the amount of time required to compete these projects; and

WHEREAS, the Board of Public Works (Board) of the CITY issued a "Request for Qualifications" (RFQ) on February 25, 2016 to pre-qualify contractors for the Small Sidewalk Contractors List and CONTRACTOR submitted a Statement of Qualifications in response; and

WHEREAS, the Board approved the list of qualified contractors based on the requirements set forth in the RFQ; and

WHEREAS, on October 28, 2016, Contract No. C-128464 was awarded to CONTRACTOR, the terms of which will expire on October 27, 2019; and

WHEREAS, the CITY and CONTRACTOR have agreed to extend the term of the Contract by 2 additional years; and

NOW, THEREFORE, in consideration of the promises, covenants, and agreements hereafter set forth, the CITY and the CONTRACTOR hereby agree to the following amendments:

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

No Change

ARTICLE 2 **DEFINITIONS**

No Change

ARTICLE 3 **PROJECT DESCRIPTION**

Article 3 is hereby amended in its last paragraph to read as follows:

Work shall be performed in accordance with the City's General Conditions and General Requirements in effect at the time a work package is assigned (<http://boe.lacity.org/bms/menu.cfm>); City's Standard Plans (<http://eng2.lacity.org/techdocs/stdplans/index.htm>); Master Specifications Division 2 (Site Work); the latest edition of Standard Specifications for Public Works Construction (Greenbook) as modified by the most recent edition of the Brown Book; and each specific work packages' plans, technical specifications, and all other related documents.

ARTICLE 4 **SCOPE OF SERVICES**

No Change

ARTICLE 5 **ASSIGNMENT OF WORK**

No Change

ARTICLE 6 **NOT USED**

No Change

ARTICLE 7 **NOT USED**

No Change

ARTICLE 8 **TERM OF CONTRACT**

Article 8 is hereby amended in its entirety to read as follows:

The term of this Contract shall begin on the date of full execution and shall expire in 5 (five) years unless terminated sooner as provided under Article 9 of this Contract or extended by amendment.

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

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

ARTICLE 9

TERMINATION

Article 9 is hereby amended in its entirety to read as follows:

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in Article 20, if CONTRACTOR fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, CITY may give CONTRACTOR written notice of the default. CITY'S default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of CITY. Additionally, CITY'S default notice may offer CONTRACTOR an opportunity to provide CITY with a plan to cure the default, which shall be submitted to CITY within the time period allowed by CITY. At CITY'S sole discretion, CITY may accept or reject CONTRACTOR'S plan. If the default cannot be cured or if CONTRACTOR fails to cure within the period allowed by CITY, then CITY may terminate this

Contract due to CONTRACTOR'S breach of this Contract.

2. If the default under this Contract is due to CONTRACTOR'S failure to maintain the insurance required under this Contract, CONTRACTOR shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subconsultants of the loss of insurance coverage and Consultant's obligation to suspend performance of services. CONTRACTOR shall not recommence performance until CONTRACTOR is fully insured and in compliance with CITY'S requirements.
3. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then CITY may immediately terminate this Contract.
4. If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this Contract or violates CITY'S laws, regulations or policies relating to lobbying, then CITY may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. CONTRACTOR shall immediately notify CITY if CONTRACTOR or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If CONTRACTOR or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, CITY may immediately terminate this Contract.
 - c. If CONTRACTOR or a Key Person is charged with or indicted for an Act of Moral Turpitude,

CITY may terminate this Contract after providing CONTRACTOR an opportunity to present evidence of CONTRACTOR'S ability to perform under the terms of this Contract.

- d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
 - e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of CONTRACTOR.
6. In the event CITY terminates this Contract as provided in this section, CITY may procure, upon such terms and in the manner as CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to CITY for all of its costs and damages, including, but not limited to, any excess costs for such services.
7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if

the notice of termination had been issued pursuant to Article 8 Termination for Convenience.

8. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. In the event that this Contract is terminated, CONTRACTOR shall immediately notify all employees and Subconsultants, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

ARTICLE 10 **SUBCONTRACTOR APPROVAL**

No Change

ARTICLE 11 **COMPENSATION, INVOICING, & PAYMENT**

No Change

ARTICLE 12 **AMENDMENTS, CHANGES AND MODIFICATIONS**

No Change

ARTICLE 13 **INDEMNIFICATION AND INSURANCE**

No Change

ARTICLE 14 **INDEPENDENT CONTRACTORS**

No Change

ARTICLE 15 **NONDISCRIMINATION AND AFFIRMATIVE ACTION**

This Article has been revised to combine Non-Discrimination, Equal Benefits, Equal Employment Practices, and Affirmative Action.

Article 15 is hereby amended in its title and content to read as follows:

MANDATORY PROVISIONS TO NON-DISCRIMINATION IN EMPLOYMENT

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

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

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

ARTICLE 16

NONDISCRIMINATION

Article 16 will no longer be used.

ARTICLE 17

NOT USED

No Change

ARTICLE 18

SUCCESSORS AND ASSIGNS

No Change

ARTICLE 19

CONTACT PERSONS – PROPER ADDRESSES- NOTIFICATION

Article 19 is hereby amended as follows:

To the CITY: Robert Vega
 Sidewalk Division
 Bureau of Engineering

ARTICLE 20 **EXCUSABLE DELAYS**

Article 20 is hereby amended in its entirety 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, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

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

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

ARTICLE 21 **SEVERABILITY**

No Change

ARTICLE 22 **DISPUTES**

No Change

ARTICLE 23 **ENTIRE CONTRACT**

No Change

ARTICLE 24 **APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT**

Article 24 is hereby amended to read as follows:

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

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

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

ARTICLE 25 **LOS ANGELES CITY BUSINESS TAX REGISTRATION**

No Change

ARTICLE 26 **BONDS**

Article 26 is hereby amended in its entirety to read as follows:

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

ARTICLE 27 **CHILD SUPPORT ASSIGNMENT ORDERS**

No Change

ARTICLE 28 **PREVAILING WAGE RATES**

No Change

ARTICLE 29

AMERICANS WITH DISABILITIES ACT

Article 29 is hereby amended in its title and content to read as follows:

ACCESS AND ACCOMMODATIONS

CONTRACTOR represents and certifies that:

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

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

ARTICLE 30

EQUAL BENEFITS ORDINANCE

Article 30 will no longer be used.

ARTICLE 31

WAIVER

No Change

ARTICLE 32

PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

No Change

ARTICLE 33

PERMITS, LICENSES, AND CERTIFICATIONS

No Change

ARTICLE 34

CLAIMS FOR LABOR AND MATERIALS

No Change

ARTICLE 35

NOT USED

No Change

ARTICLE 36

CONTRACTOR RESPONSIBILITY ORDINANCE

Article 36 is hereby amended in its entirety to read as follows:

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

ARTICLE 37

BREACH

No Change

ARTICLE 38

SLAVERY DISCLOSURE ORDINANCE

Article 38 to amend in its first paragraph to read as follows:

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

ARTICLE 39

BIDDER ETHICS

Article 39 is hereby amended in its title and content to read as follows:

RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS

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

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

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

ARTICLE 40

FALSE CLAIM ACT

Article 40 will no longer be used.

ARTICLE 41 **EQUAL EMPLOYMENT PRACTICES**

Article 41 will no longer be used.

ARTICLE 42 **CONTRACTOR EVALUATION ORDINANCE**

No Change

ARTICLE 43 **NOT USED**

No Change

ARTICLE 44 **TRANSITIONAL JOB OPPORTUNITIES PROGRAM**

No Change

ARTICLE 45 **CALIFORNIA STATE SENATE BILL 854**

No Change

The Contract is hereby amended to include the following Articles:

ARTICLE 46 **FIRST SOURCE HIRING ORDINANCE**

Article 46 is added as follows:

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

ARTICLE 47 **IRAN CONTRACTING ACT OF 2010**

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

ARTICLE 48 **WORKER RETENTION ORDINANCE**

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

ARTICLE 49

SUSPENSION

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

ARTICLE 50

DATA PROTECTION

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

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

ARTICLE 51

CONTRACTORS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications

Ordinance, LAAC Section 10.48 et seq., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

ARTICLE 52

LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONTRACTOR

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

ARTICLE 53

COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS

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

ARTICLE 54

COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been

convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

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

ARTICLE 55

POSSESSORY INTERESTS TAX

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

ARTICLE 56

CONFIDENTIALITY

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

ARTICLE 57

DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

CONTRACTOR shall comply with Los Angeles Administrative Code Section 10.50 *et. seq.*, 'Disclosure of Border Wall Contracting.' City [or the Department, etc.] may terminate this Contract at any time if the City [or the Department, etc.] determines that CONTRACTOR

failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

ARTICLE 58

DISCLOSURE OF CONTRACTS AND SPONSORSHIP OF THE NATIONAL RIFLE ASSOCIATION ORDINANCE

CONTRACTOR shall comply with Los Angeles Administrative Code Section 10.52 *et seq.*, 'Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance.' City [or the Department, etc.] may terminate this Contract at any time if the City [or the Department, etc.] determines that CONTRACTOR failed to fully and accurately complete the required affidavit and disclose all Contracts and Sponsorships with the National Rifle Association, as defined in LAAC Section 10.52.

ARTICLE 59

LIVING WAGE ORDINANCE

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

EXCEPT AS EXPRESSLY MODIFIED herein, the Contract executed October 28, 2016 remains unchanged.

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

Little Potato, Inc.

By: *R. Wortham*
Title: *President*
Date: *9/24/2019*

Reginald Wortham

CITY OF LOS ANGELES

By: *Ken Jones*
Title: President, Board of Public Works
Date: *NOV 12 2019*
By:
Date:

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: *Chloe Peter*
Date: *11-13-19*



APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: *Ed A.*
Title: Assistant City Attorney
Date: *10/8/19*

Amendment No. 2
to
Contract No. C-128478
between
City of Los Angeles
and
Valle Grande Construction
for
Small Sidewalk Construction and Repair Services
Department of Public Works – Bureau of Engineering
Sidewalk Repair Program

TRANSMITTAL NO. 5

AMENDMENT NO. 2 TO CONTRACT NO. C-128478, FOR SMALL SIDEWALK CONSTRUCTION AND REPAIR SERVICES BETWEEN THE CITY OF LOS ANGELES AND VALLE GRANDE CONSTRUCTION.

This Amendment modifies the Contract executed on October 28, 2016 and modified by Amendment No. 1 executed on November 12, 2019, between the City of Los Angeles, hereinafter referred to as the "CITY", and Valle Grande Construction, hereinafter referred to as the "CONTRACTOR".

RECITALS

WHEREAS, there is a need for sidewalk repair and the volume of sidewalk requiring repair is beyond the capacity of the CITY's forces; and

WHEREAS, pre-qualifying sidewalk contractors will reduce the amount of time required to compete these projects; and

WHEREAS, the Board of Public Works (Board) of the CITY authorized the issuance of a "Request for Qualifications" (RFQ) on February 24, 2016 to pre-qualify contractors for the Small Sidewalk Contractors List and CONTRACTOR submitted a Statement of Qualifications in response; and

WHEREAS, the Board approved the list of qualified contractors based on the requirements set forth in the RFQ; and

WHEREAS, on October 21, 2016, Contract No. 128478 was awarded to CONTRACTOR, and amended on November 12, 2019, terms of which will expire on October 27, 2021; and

WHEREAS, the CITY and CONTRACTOR have agreed to extend the term of the Contract by two additional years to October 27, 2023; and

NOW, THEREFORE, in consideration of the promises, covenants, and agreements hereafter set forth, the CITY and the CONTRACTOR hereby agree as follows:

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

No Change

ARTICLE 2 **DEFINITIONS**

No Change

ARTICLE 3 **PROJECT DESCRIPTION**

No Change

ARTICLE 4

SCOPE OF SERVICES

Article 4 is hereby amended in Section 4E. Maintenance of Records to read as follows.

4E. Retention of Records, Audit and Reports

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

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

ARTICLE 5

ASSIGNMENT OF WORK

No Change

ARTICLE 6

NOT USED

No Change

ARTICLE 7

NOT USED

No Change

ARTICLE 8

TERM OF CONTRACT

Article 8 is hereby amended in its entirety to read as follows:

The term of this Contract shall begin on the date of full execution and **shall expire in seven (7) years** unless terminated sooner as provided under Article 9 of this Contract or extended by amendment.

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 CONTRACTOR by the person or persons authorized to bind CONTRACTOR;

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

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

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

ARTICLE 9 **TERMINATION**

No Change

ARTICLE 10 **SUBCONTRACTOR APPROVAL**

No Change

ARTICLE 11 **COMPENSATION, INVOICING, & PAYMENT**

No Change

ARTICLE 12 **AMENDMENTS, CHANGES, AND MODIFICATIONS**

No Change

ARTICLE 13 **INDEMNIFICATION AND INSURANCE**

No Change

ARTICLE 14 **INDEPENDENT CONTRACTORS**

No Change

ARTICLE 15 **MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT**

Article 15 is hereby amended in its title to read as follows:

MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT

ARTICLE 16 **NONDISCRIMINATION**

No Change

ARTICLE 17 **NOT USED**

No Change

ARTICLE 18 **SUCCESSORS AND ASSIGNS**

No Change

ARTICLE 19 **CONTACT PERSONS – PROPER ADDRESSES- NOTIFICATION**

Article 19 is hereby amended in its CITY contact to read as follows:

To the CITY: Arsen Voskerchyan, PE
 Sidewalk Division
 Bureau of Engineering
 1149 South Broadway Street, Suite 720
 Los Angeles, CA 90015

ARTICLE 20 **EXCUSABLE DELAYS**

No Change

ARTICLE 21 **SEVERABILITY**

No Change

ARTICLE 22 **DISPUTES**

No Change

ARTICLE 23 **ENTIRE CONTRACT**

No Change

ARTICLE 24 **APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT**

No Change

ARTICLE 25 **LOS ANGELES CITY BUSINESS TAX REGISTRATION**

No Change

ARTICLE 26 **BONDS**

No Change

- ARTICLE 27** **CHILD SUPPORT ASSIGNMENT ORDERS**
 No Change

- ARTICLE 28** **PREVAILING WAGE RATES**
 No Change

- ARTICLE 29** **ACCESS AND ACCOMMODATIONS**
 No Change

- ARTICLE 30** **EQUAL BENEFITS ORDINANCE**
 No Change

- ARTICLE 31** **WAIVER**
 No Change

- ARTICLE 32** **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**
 No Change

- ARTICLE 33** **PERMITS, LICENSES, AND CERTIFICATIONS**
 No Change

- ARTICLE 34** **CLAIMS FOR LABOR AND MATERIALS**
 No Change

- ARTICLE 35** **NOT USED**
 No Change

- ARTICLE 36** **CONTRACTOR RESPONSIBILITY ORDINANCE**
 Article 36 is hereby amended in its entirety to read as follows:
 CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 et seq., as amended from time to time.

- ARTICLE 37** **BREACH**
 No Change

- ARTICLE 38** **SLAVERY DISCLOSURE ORDINANCE**

No Change

ARTICLE 39 **RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS**

No Change

ARTICLE 40 **FALSE CLAIMS ACT**

No Change

ARTICLE 41 **EQUAL EMPLOYMENT PRACTICES**

No Change

ARTICLE 42 **CONTRACTOR EVALUATION ORDINANCE**

No Change

ARTICLE 43 **NOT USED**

No Change

ARTICLE 44 **TRANSITIONAL JOB OPPORTUNITIES PROGRAM (TJOP)**

No Change

ARTICLE 45 **CALIFORNIA STATE SENATE BILL 854**

No Change

ARTICLE 46 **FIRST SOURCE HIRING ORDINANCE**

No Change

ARTICLE 47 **IRAN CONTRACTING ACT OF 2010**

No Change

ARTICLE 48 **WORKER RETENTION ORDINANCE**

No Change

ARTICLE 49 **SUSPENSION**

No Change

ARTICLE 50 **DATA PROTECTION**

No Change

ARTICLE 51 **CONTRACTORS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

No Change

ARTICLE 52 **LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONTRACTOR**

No Change

ARTICLE 53 **COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS**

No Change

ARTICLE 54 **COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164**

No Change

ARTICLE 55 **POSSESSORY INTERESTS TAX**

No Change

ARTICLE 56 **CONFIDENTIALITY**

No Change

ARTICLE 57 **DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

No Change

ARTICLE 58 **DISCLOSURE OF CONTRACTS AND SPONSORSHIP OF THE NATIONAL RIFLE ASSOCIATION ORDINANCE**

Article 58 will no longer be used.

ARTICLE 59 **LIVING WAGE ORDINANCE**

No Change

ARTICLE 60 **COVID-19 VACCINATION REQUIREMENTS – ORDINANCE NO. 187134**

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor

Personnel”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”) prior to (1) interacting in person with City employees, contractors, or volunteers, (2) working on City property while performing services under this Agreement, and/or (3) coming into contact with the public while performing services under this Agreement (collectively, “In-Person Services”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel has received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel has been fully vaccinated. The contractor shall retain such proof for the document retention period set forth in this Agreement. The contractor shall grant medical or religious exemptions to Contractor Personnel as required by law.

EXCEPT AS EXPRESSLY MODIFIED herein, the Contract executed on October 28, 2016 and modified by Amendment No. 1 executed on November 12, 2019 remains unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the day and year written below.

CONTRACTOR:

Valle Grande Construction

By: _____

Print Name: _____

Title: _____

Date: _____

CITY OF LOS ANGELES

By: _____

Greg Good

Title: President, Board of Public Works

Date: _____

ATTEST:

Holly L. Wolcott, City Clerk

By: _____

Date: _____

APPROVED AS TO FORM:

Michael N. Feuer, City Attorney

By: _____

Title: Assistant City Attorney

Date: _____