

TRANSMITTAL

0150-10006-0000

TO
The City Council

DATE

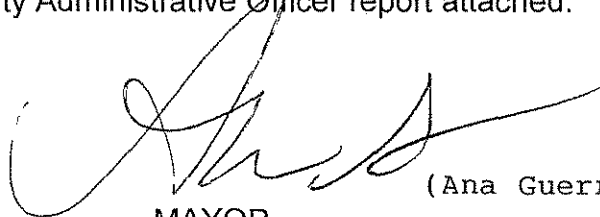
SEP 03 2012

COUNCIL FILE NO.

FROM
The MayorCOUNCIL DISTRICT
All

**Contract with Miron Electric Construction Corporation
To Provide Specialized High Voltage Electrical Distribution Services
At the City's Wastewater Treatment and Water Reclamation Plants**

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



(Ana Guerrero)

MAYOR

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

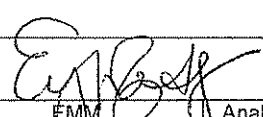

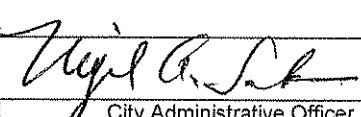
To: The Mayor	Date: 08-16-13	C.D. No. All	CAO File No.: 0150-10006-0000
Contracting Department/Bureau: Public Works/Sanitation		Contact: Bahram Roshanian, (310) 648-5178	
Reference: Transmittal from the Board of Public Works dated June 3, 2013; referred for report on June 3, 2013.			
Purpose of Contract: To provide specialized high voltage services to modify, modernize, and perform preventive and predictive maintenance of the high voltage electrical distribution infrastructure at the City's wastewater treatment plants, water reclamation plants, and sewage pumping plants.			
Type of Contract: (X) New contract () Amendment		Contract Term Dates: Three years with three one-year renewal options for a total term of six years.	
Contract/Amendment Amount: \$6,000,000			
Proposed amount \$ 6,000,000 + Prior award(s) \$ 0 = Total \$ 6,000,000			
Source of funds: Sewer Construction and Maintenance Fund No. 760			
Name of Contractor: Miron Electric Construction Corporation			
Address: 9238 Deering Avenue, Chatsworth, CA 91311			
	Yes	No	N/A*
1. Council has approved the purpose	X		
2. Appropriated funds are available	x		
3. Charter Section 1022 findings completed	x		
4. Proposals have been requested	x		
5. Risk Management review completed	x		
6. Standard Provisions for City Contracts included	x		
7. Workforce that resides in the City: 60 %			
8. Contractor has complied with:			
	Yes	No	N/A*
a. Equal Employmt. Oppty./Affirm. Action	x		
b. Good Faith Effort Outreach**	x		
c. Equal Benefits Ordinance	x		
d. Contractor Responsibility Ordinance	x		
e. Slavery Disclosure Ordinance	x		
f. Bidder Certification CEC Form 50	x		
*N/A = not applicable ** Contracts over \$100,000			

COMMENTS

The Board of Public Works (Board), on behalf of the Bureau of Sanitation (Bureau), is requesting authority to execute a contract with Miron Electric Construction Corporation (Miron) for the provision of specialized high voltage services to modify, modernize, and perform preventive and predictive maintenance of the high voltage electrical distribution infrastructure at the City's wastewater treatment plants, water reclamation plants, and sewage pumping plants. The proposed term of the contract is for three years with three one-year renewal options for a total term of six years. The cost ceiling is \$6,000,000. In accordance with Los Angeles Administrative Code Section 10.5(a), Council approval of the proposed contract is required because the term of the contract exceeds three years.

Background

The Bureau's wastewater treatment, water reclamation, and sewage pumping plants contain an electrical distribution system that consists of a vast array of high voltage electrical equipment. Electrical distribution systems are vital to all plant operations. The majority of the electrical systems in place were installed over 20 years ago. In order to maintain the safety and effectiveness of the electrical infrastructure, both preventive and predictive maintenance is performed. Preventive maintenance is performed to prevent electrical failure, such as cleaning, lubrication and calibration of

		
EMM Analyst 06130127	Assistant CAO	City Administrative Officer

equipment. Predictive maintenance consists of diagnostic testing to anticipate potential electrical failure, such as vibration reading, infrared thermography and oil analysis. Bureau employees perform a portion of preventive maintenance, while predictive and some preventive maintenance is contracted out due to the highly specialized, technical and intermittent nature of the work.

Currently, system repairs are to be performed by Miron on an on-call emergency basis (C-114652). The on-call contract expires October 6, 2013. The services under the existing contract are limited to repair and correction work, and new work that is considered to be of urgent necessity. To date, no emergency repairs have been necessary and the services under the contract have not been utilized. However, due to the age of the electrical distribution system at the City's treatment plants, modernizations and modifications are necessary to improve performance and avoid electrical failures. The Bureau proposes to include specialized services, preventive and predictive maintenance into the scope of work. These services will reduce the potential for emergency electrical failures at wastewater treatment and water reclamation plants.

Contractor Selection Process

In accordance with Charter Section 1022, the Personnel Department determined that City employees possess the expertise to perform some of the preventive and predictive maintenance. On November 11, 2008, this Office determined that it is more feasible to contract out high voltage services on a limited basis to address specialized or intermittent needs, such as those requiring proprietary expertise, licenses, equipment and facility needs.

On June 30, 2011, the Bureau issued a Request for Proposals (RFP) and received two responses, one of which was deemed non-responsive for failing to achieve a qualifying score on the Good Faith Effort Evaluation (GFE). The remaining response from Miron was evaluated and scored on the following criteria:

- Technical Qualifications and Past Experience (40%)
- Record of Past Performance (15%)
- Approach to Work (5%)
- Cost Control (40%)

As the only responsive bidder, Miron received the highest overall score and the Bureau is requesting authority to execute the contract. Miron has complied with all City contracting requirements. The City attorney has reviewed this contract as to form.

Scope of Work

Miron will provide high voltage electrical distribution construction and maintenance services at the City's wastewater treatment and water reclamation facilities. Specific predictive maintenance services include but are not limited to the following:

- Repair, modification, alteration, modernization, reconfiguration, and testing of:
 - High voltage metal clad and metal enclosed switchgear;
 - Gas insulated high voltage switchgear;
 - Vacuum, gas insulated and air circuit breakers;
 - Oil filled transformers and load tap changers;
 - Dry type transformers;

- Generators;
- Capacitors and reactors;
- Load interrupter and isolating switches;
- Surge arresters;
- Variable Frequency Drives;
- Motor controllers;
- Unit substations, transfer switches and protective relays; and,
- Grounding equipment and system.

Special predictive testing will also include infrared thermography of the electrical distribution system and oil sampling and analysis for oil filled transformers. In addition, Miron will perform several power system studies including load flow, relay coordination, short circuit and power quality investigation, as well as any additional survey or other studies upon the City's request.

Compensation for Services

Under Article 4 of the contract, each project will include an estimated number of hours to complete the job and a maximum dollar amount. All jobs Under Article 10 of the contract, billing will be performed on a cost reimbursement, hourly billing basis. This type of compensation is defined as the sum of labor cost at hourly billing rates, direct costs plus 10 percent, and subcontractor expenses. The following contractor employee hourly rates include salary, benefits, general and administrative overhead and other business expenses incurred by the contractor:

Position	Rate (\$/hr)
Wireman – Journeyman	\$105.00
Wireman – Foreman	\$113.30
Wireman – General Foreman/Supervisor	\$122.60
Engineer – Project Manager	\$148.00

The City will request quotations from the contractor on an as-needed basis. The total contract amount of \$6 million includes both employee compensation and the procurement of materials, supplies, equipment and maintenance of equipment necessary to successfully complete the required services.

RECOMMENDATION

That the Council authorize the Board of Public Works, on behalf of the Bureau of Sanitation, to execute the proposed contract with Miron Electric Construction Corporation for the provision of preventive and predictive maintenance of specialized high voltage services at the City's wastewater treatment plants, water reclamation plants, and sewage pumping plants.

FISCAL IMPACT STATEMENT

There is no General Fund impact. Sufficient funds within the Sewer Construction and Maintenance Fund are available to support the first year costs of the proposed contract. Future funding will be provided through the City's annual budget process and be subject to Mayor and Council approval. The recommendation in this report complies with the City's Financial Policies as ongoing revenue will support ongoing expenditures.

CITY OF LOS ANGELES

CALIFORNIA

BOARD OF PUBLIC WORKS MEMBERS

CAPRI W. MADDOX
PRESIDENT

VALERIE LYNNE SHAW
VICE PRESIDENT

STEVEN T. NUTTER
PRESIDENT PRO TEMPORE

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COMMISSIONER

JERILYN LÓPEZ-MENDOZA
COMMISSIONER



2013 MAY 16 PM 3:20

CITY ADMINISTRATIVE OFFICER

ANTONIO R. VILLARAIGOSA

MAYOR

OFFICE OF THE BOARD OF PUBLIC WORKS

200 NORTH SPRING STREET
ROOM 361, CITY HALL
LOS ANGELES, CA 90012
(213) 978-0261
(213) 978-0278 Fax

ARLEEN P. TAYLOR
EXECUTIVE OFFICER

<http://www.bpw.lacity.org>

June 3, 2013

#1 BOS/BCA

Mayor Antonio R. Villaraigosa
Room No. 305
City Hall
Attn: Mandy Morales

Subject: AUTHORITY TO EXECUTE A CONSTRUCTION SERVICES CONTRACT WITH MIRON ELECTRIC CONSTRUCTION CORPORATION FOR SPECIALIZED HIGH VOLTAGE SERVICES AND FIND ONESOURCE DISTRIBUTORS NONRESPONSIVE FOR FAILURE TO ACHIEVE A PASSING SCORE ON THE GOOD FAITH EFFORT EVALUATION

As recommended in the accompanying report of the Directors of the Bureaus of Sanitation and Contract Administration, which this Board has adopted, the Board of Public Works requests approval and forwarding to the City Council for approval and authorization to execute a Personal Services Contract with Miron Electric Construction Corporation, to provide Specialized High Voltage services to modify, modernize, and perform preventive and predictive maintenance of the high voltage electrical distribution infrastructure of the City of Los Angeles' Wastewater Treatment Plants, Wastewater Reclamation Plants, and Sewage Pumping Plants.

FISCAL IMPACT

Funding in the amount of \$290,000.00 is available in the Sewer Operations and Maintenance Fund No. 760, Account No. 50JX82. The remaining funding in the amount of \$5,710,000.00 for future fiscal years will be required through the normal budgeting process. There will be no impact to the General Fund.

Respectfully submitted,

Arleen P. Taylor, Executive Officer
Board of Public Works

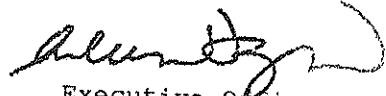
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DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
June 3, 2013

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California
AND REFERRED TO THE MAYOR
JUN - 3 2013


Executive Officer

CD: ALL

AUTHORITY TO EXECUTE A CONSTRUCTION SERVICES CONTRACT WITH MIRON ELECTRIC CONSTRUCTION CORPORATION FOR SPECIALIZED HIGH VOLTAGE SERVICES AND FIND ONESOURCE DISTRIBUTORS NONRESPONSIVE FOR FAILURE TO ACHIEVE A PASSING SCORE ON THE GOOD FAITH EFFORT EVALUATION

RECOMMENDATIONS

Authorize the Director of the Bureau of Sanitation to:

1. Find OneSource Distributors non-responsive for failing to achieve a passing score of 75 out of 100 points on the Good Faith Effort evaluation as discussed in this report.
2. Approve and forward this report, with transmittals, to the Mayor and the City Council with the request that the Board of Public Works (Board) be authorized to execute a Personal Services Contract with Miron Electric Construction Corporation, to provide Specialized High Voltage services to modify, modernize, and perform preventive and predictive maintenance of the high voltage electrical distribution infrastructure of the City of Los Angeles' Wastewater Treatment Plants, Wastewater Reclamation Plants, and Sewage Pumping Plants.
3. Upon the Mayor's and Council's authorization, the President or two (2) members of the Board will execute the contract;
4. Return the executed contract to the Bureau of Sanitation (Bureau) for further processing. Contact Board Report Section at (213) 485-4246 for pick up.

TRANSMITTALS

1. Copy of proposed contract between the City of Los Angeles and Miron Electric Construction Corporation to provide Specialized High Voltage services to modify, modernize, and perform preventive and predictive maintenance of the high voltage electrical distribution infrastructure of the City of Los Angeles' Wastewater Treatment Plants, Wastewater Reclamation Plants, and Sewage Pumping Plants.
2. Copy of the adopted Bureau of Sanitation (Bureau) and Bureau of Contract Administration Joint Report No. 1, dated June 29, 2011, authorizing the Bureau to distribute a Request for Qualifications (RFQ) for Specialized High Voltage Services.

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3. Copy of the letter from the Bureau's Centralized Contracts Unit to OneSource Distributors, dated December 12, 2011, regarding their Good Faith Effort evaluation.

DISCUSSION

Background

The Bureau operates four (4) treatment and water reclamation plants and forty-four (44) sewage pumping plants that serve over four (4) million people within two (2) service areas containing over 600 square miles. The electrical distribution system of these facilities consists of a vast array of high voltage electrical equipment that includes switchgears, substations, transformers, switchboards, motor control centers, motors, panel boards, protective relays, amongst others.

Electrical distribution systems are vital to all plant operations, without which the wastewater treatment process would come to a halt, resulting in sewage spills and permit violations.

Modification and modernization of high voltage electrical equipment can only be performed by entities who are UL listed. The Bureau cannot modify or modernize high voltage electrical equipment due to lack of certification and expertise. Bureau personnel perform most of the preventive maintenance tasks such as protective relay testing, transformer testing, infrared thermography, high potential testing and high voltage circuit breaker testing. Some predictive maintenance tasks, such as oil analysis, are performed by qualified contractors. The Bureau personnel continue to perform preventive maintenance tasks on high voltage electrical equipment; however, it is becoming increasingly difficult to keep the preventive maintenance program on schedule due to lack of personnel, training and experience, as well as a high vacancy rate, which is partly due to a high attrition rate to other departments in the City.

Establishing a specialized high voltage services contract will enable the Bureau to modify and modernize its high voltage electrical equipment and augment its internal workforce capabilities with external expertise to maintain its critical high voltage electrical infrastructure.

Scope of Work

The Bureau intends to establish a construction services contract to maintain its high voltage electrical distribution infrastructure (Transmittal #1). The services to be provided include repair, modification, alteration, modernization, reconfiguration, and testing of high voltage electrical equipment including, but not limited to, switchgears, transformers, circuit breakers, generators, motors, switches, and variable frequency drives. The services also include specialized studies related to electrical system.

Selection Process

On June 29, 2011, the Board approved the Bureau of Sanitation and Bureau of Contract Administration Joint Board Report no. 1, authorizing the Bureau to distribute an RFQ to provide specialized high voltage services (Transmittal No. 2).

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Miron Electric Construction Corp. has demonstrated excellent knowledge and experience in the installation, upgrade, modification, and replacement of high voltage electrical equipment at the Bureau's Wastewater Treatment Facilities, as well as experience working with all of the equipment listed in the RFQ scope of work (section 1.4). Miron Electric Construction Corp. is currently under contract (C-114652) with the City of Los Angeles under "On Call Emergency Repairs and Construction Services at the City's Wastewater Treatment Plants and Other Wastewater Facilities."

The Bureau proposes that Miron Electric Construction Corp. be selected for the services required by the RFQ. Negotiation has been conducted with Miron Electric Construction Corp. and the Bureau now returns to the Board with the recommendation to award and execute the construction services contract (Transmittal #1) and forward it to the Mayor and City Council for approval.

The labor rates for craft workers are based on prevailing wages. Quotations for work will be submitted on an as-needed basis.

Proposed Term of Contract

The term of the contract shall be for three (3) years from the date of contract execution by the Board with three (3) one-year renewal options.

Cost Estimate of Contract

The cost ceiling for the contract(s) shall not exceed a maximum of \$6,000,000.00 for the three (3) year term of the contract plus (3) one-year renewal options.

MBE/WBE/OBE Subcontractor Outreach Program

The MBE/WBE/OBE Subcontractor Outreach Program will be administered in accordance with Mayor's Executive Directive No. 2001-26 which was in effect at the time the RFP was advertised. After reviewing all documentation submitted by Miron Electric Construction Corp. and OneSource Distributors, CCU awarded a total of 100 out of 100, and 74 out of 100 points, respectively for the Specialized High Voltage Services GFE and, as a result, recommends that the Board find Miron Electric Construction Corp. and OneSource Distributors to be responsive and non-responsive respectively. OneSource Distributors would be deemed non-responsive as having failed to achieve the minimum passing score of 75 out of 100 points. OneSource Distributors was notified of this recommendation in a letter dated December 12, 2011 (Transmittal No. 3). In response, OneSource Distributors requested a meeting with CCU and the Project Manager to discuss their score. On December 22, 2011, CCU met with an account manager representing OneSource Distributors and explained the reasoning behind their non-responsive evaluation on the Specialized High Voltage services GFE.. The account manager indicated that he understood the reasoning behind their score and in turn, accepted our evaluation.

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On September 1, 2011 in response to the RFQ, the Bureau received bids from the following two (2) vendors: Miron Electric Construction Services Corp. and OneSource Distributors. As noted in the RFQ, a Good Faith Effort (GFE) evaluation was conducted by the Bureau's Centralized Contracts Unit (CCU). The results are as follows: (1) CCU recommends that OneSource Distributors be deemed non-responsive for failure to achieve a passing score on the Good Faith Effort evaluation and therefore disqualifying them from further evaluation. (2) CCU recommends that Miron Electric Construction Corp. be deemed responsive and the only qualified proposer based on their GFE. As a result of being deemed responsive on the GFE, Bureau staff reviewed, evaluated and rated the technical proposal of Miron Electric Construction Corp. using the criteria set forth in the RFQ (and noted below.) A score of 100% was awarded to Miron Electric Construction Corp. on the technical evaluation. Therefore, the Bureau recommends awarding the contract to Miron Electric Construction Corp.

SOQ EVALUATION CRITERIA TABLE

Max Score	Description of Standard	Score for Miron
40%	Technical Qualifications and Past Experience This includes the Proposers' background, experience, and familiarity with high voltage services for this type of project and tasks, and the qualifications of staff personnel.	40%
15%	Record of Past Performance This includes quality of work, timely completion of assigned tasks, safety, record keeping, and the response of references.	15%
5%	Approach to Work This includes project management and coordination methodologies.	5%
40%	Cost Control This includes cost control procedures, preliminary cost estimates, hourly rates, and personnel utilization.	40%
	TOTAL SCORE	100%

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To summarize, OneSource Distributors was awarded points for all of the Good Faith Effort indicators, except No. 9 – Negotiation in Good Faith. Totaled together, OneSource Distributors earned 74 GFE evaluation points. The following explains the staff evaluation at the failed indicator by describing:

- (1) The required documentation for each indicator;
- (2) Proposer submitted documentation;
- (3) Proposer stated reason for protesting; and
- (4) CCU's response

Indicator (9)-Negotiated in Good Faith-26 Points

*The requirement for this indicator states that the proposer must submit "copies of all potential MBE/WBE/OBE bids or quotes received whether or not they were received as a result of the outreach efforts; b) Schedule A; and c) Summary sheet organized by work area, listing the bids or quotes received, the name of the subcontractor/ subconsultant who submitted the bid or quote, and a brief reason given for selection/nonselection as a potential subcontractor/subconsultant. If the proposer elects to perform a listed work area with its own forces, an explanation must be provided and included on the summary sheet. **Note:** For the purposes of this RFQ only, letters of intent acknowledging a potential subcontractors/ subconsultant's interest in being contacted for work and/or hourly rates for their type of work will be considered the "bids or quotes received."*

OneSource Distributors submitted seven (7) bids/quotes or LOIs (from WEI QIndustries, The G Crew, Advanced Technology Laboratories, True Power, GE Energy, Herzog Electric, and W. A. Benjamin Electric), a Schedule A (listing JTC Architects), and no summary sheet nor reasons for selection/non-selection.

OneSource Distributors said in their appeal response that *"we required the following items to be listed per City of Los Angeles Specifications and OneSource Contract Requirements:*

- A. MBE/WBE/OBE documented current certification.*
- B. Medium and High Voltage Certification.*
- C. Medium and High Voltage Insurance current documentation.*
- D. OSHA and NECA training documentation.*
- E. Professional Services insurance documentation.*
- F. Hourly Rates to be charged tasks to be determined.*

Responsive-JTC Architects listed as potential MBE-Met all requirements. Non-Responsive-Did not fulfill all requirements. WEI, Industries-Fax 8/5, The "G" Crew-Fax 8/10, Advance Technology-Fax 8/9, and True Power-Fax 8/5."

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The CCU has the following response. With the RFP, it states "*copies of all potential MBE/WBE/OBE bids or quotes received whether or not they were received as a result of the outreach efforts*" is considered required documentation. However JTC Architects, who was listed as the lone selection on the Schedule A, was not accompanied with a bid/quote or LOI. Similarly, several other subcontractors (such as GE Energy, Herzog Electric, and W. A. Benjamin Electric) who had submitted LOI's and were listed throughout the OneSource proposal as selections, were not sent any outreach materials nor included on the Schedule A as a selection. In addition, numerous other subcontractors also indicated an interest, but there was no follow-up included with any of these subcontractors as well.

The RFP also states that a "*summary sheet organized by work area, listing the bids or quotes received, the name of the subcontractor/ subconsultant who submitted the bid or quote, and a brief reason given for selection/nonselection as a potential subcontractor/subconsultant*" is considered required documentation. However OneSource failed to provide both a summary sheet, and as a result, reasoning to their subcontractor selection/non-selections. This is especially important considering the proposer had the intent, based on the Schedule A and bids/quotes or LOI's received, to select four (4) subcontractors (GE Energy, Herzog Electric, W. A. Benjamin Electric, as well as JTC Architects). Based on these selections (according to the Schedule A) or intended selections (as documented by the bids/quotes or LOIs), it is apparent these subcontractors may have been pre-selected, thus "unjustifiably rejecting" the other subcontractors who also had submitted an LOI. By already having subcontractors selected at the time of RFP, potentially denied other subcontractors, such as WEI Industries, The G Crew, Advanced Technology Laboratories, and/or True Power or according to the telephone log, other interested subcontractors, such as Carter Industrial or Western Utilities, "*an equal opportunity to participate in the performance of a City contract*", and thus violate the MBE/WBE/OBE subcontractor outreach program of Executive Directive 2001-26.

Upon receipt of all the OneSource GFE documentation, CCU inquired further into the lack of any reason or standard applied when evaluating all subconsultants. In response, OneSource listed one of its requirements as having MBE/WBE/OBE certification. This requirement in itself is a direct violation of Proposition 209 or the California Civil Rights Initiative which bans preferences based on race or gender in the public sector education, employment, and contracting. OBEs, MBEs, or WBEs cannot be excluded from a public sector contract whether or not the organization holds an MBE or WBE certification. In addition, there is no such certification available for OBEs.

Therefore, without a bid/quote or LOI, summary sheet listing the subcontractors and reason provided through clarification or lack thereof, an incomplete Schedule A or list of potential subconsultants to be utilized on this project, a reasonable interpretation would

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indicate that OneSource failed to negotiate in good faith. As a result, the CCU awarded zero (0) points for Indicator (9).

At the time of distribution of the RFQ for these services, the City had established anticipated MBE and WBE participation levels of four (4) and two (2) percent respectively. Actual pledged participation levels are to be determined when task orders over \$100,000 are assigned. The subcontractors must be listed on Miron's Schedule A – List of Potential MBE/WBE/OBE Subcontractors.

The Subcontractor information for Miron Electric Construction Services Corp. is as follows:

Gender/Ethnicity Codes:

AA= African American

HA= Hispanic American

SAA=Subcontinent Asian American

APA=Asian Pacific American

C=Caucasian

NA=Native American

M=Male

F=Female

SUBCONTRACTOR	GENDER/ ETHNICITY	MBE/WBE/OBE
Ballesteros & Associates	M/APA	MBE
Lee & Ro	M/APA	MBE
Power - Tech Engineering, Inc.	M/HA	MBE
DeYoung Power Systems		OBE
Electrical System Engineering		OBE
Emerson – Electrical Reliability Services		OBE
Transformer Testing & Repairs		OBE

Other City Requirements

Miron Electric Construction Corporation shall comply with all City requirements including, but not limited to:

- Nondiscrimination/Equal Employment Practices/ Affirmative Action Program
- Insurance and Bond
- Child Support Obligation Ordinance
- Municipal Lobbying Ordinance
- Los Angeles Residence Ordinance
- City of Los Angeles Contract History
- Non-Collusion Affidavit
- Americans With Disabilities Act
- Service Contractor Worker Retention and Living Wage Ordinances
- Prevailing Wage
- Equal Benefits Ordinance
- Slavery Disclosure Ordinance

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- Non-Collusion Affidavit
- Business Tax Registration Certificate (BTRC)
- First Source Hiring Ordinance
- Contract Bidder Campaign Contribution and Fundraising Restrictions

Article 14 L.A.A.C./Contractor Responsibility Ordinance

All Contractors participating in this program are subject to compliance with the requirement specified in the City of Los Angeles' Contractor Responsibility Ordinance #173677, (Article 14, Chapter 1, Division 10, L.A.A.C.). Failure to comply with all requirements specified in the Ordinance will render the proposer's contract subject to termination pursuant to the conditions expressed therein.

Article 13 L.A.A.C./Contractor Performance Evaluation

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City personnel responsible for the quality control of this Construction Services Contract shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration upon completion of the work specified in the terms of this contract.

Enhanced Electrical Safety policy

The contractor will comply with Enhanced Electrical safety Policy per section 01412 of Master General Requirements.

Notification of Intent to Contract

The required Notification of Intent to Contract was filed on July 9, 2008 with the CAO Clearinghouse and re-filed on May 17, 2011.

Charter Section 1022

On November 8, 2010, the CAO determined that it was more feasible to contract the project on a very limited basis to address specialized or intermittent needs (such as those requiring unique or proprietary expertise, licenses, equipment and facility needs) and not to supplant work that is within the normal duties of staff.

Contract Administration

The Bureau's Wastewater Division will be responsible for the administration of the contract.

Headquarters and Workforce Information

The headquarters of Miron Electric Construction Corp. is located at 9238 Deering Avenue, Chatsworth, CA 91311-5803. Miron Electric Construction Corp. has a total staff of five (5), three (3) of which reside within the City of Los Angeles.

City Attorney Review

The City Attorney's Office reviewed the attached contract and approved it as to form.

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BUREAU OF CONTRACT ADMINISTRATION
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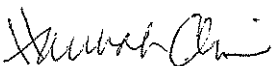
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STATUS OF FINANCING

Funding in the amount of \$290,000.00 is available in the Sewer Operations and Maintenance Fund No. 760, Account No. 50JX82. The remaining funding in the amount of \$5,710,000.00 for future fiscal years will be requested through the normal budgeting process. There will be no impact to the General Fund.

The contract includes a "Financial Liability Clause" which states that the City's liability under this contract shall only be to the extent of the present appropriation to fund the Contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract.

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:



HANNAH CHOI, Program Manager II
Office of Contract Compliance
Bureau of Contract Administration

APPROVED AS TO FUNDS:



VICTORIA A. SANTIAGO, Director
Office of Accounting

Date: 6/30/13

Respectfully submitted,


ENRIQUE C. ZALDIVAR, Director
Bureau of Sanitation
JOHN L. REAMER, JR., Director
Bureau of Contract Administration

Prepared by:
Bahram Roshanian, HTP
(310) 648-5178

TRANSMITTAL 1

CONTRACT NO. C- _____

CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
MIRON ELECTRIC CONSTRUCTION CORPORATION
FOR
SPECIALIZED HIGH VOLTAGE SERVICES

CONTRACT BETWEEN THE CITY OF LOS ANGELES AND MIRON ELECTRIC
CONSTRUCTION CORPORATION FOR SPECIALIZED HIGH VOLTAGE SERVICES

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APPENDIX II MASTER GENERAL REQUIREMENTS

CONTRACT BETWEEN THE CITY OF LOS ANGELES AND MIRON ELECTRIC
CONSTRUCTION CORPORATION FOR SPECIALIZED HIGH VOLTAGE SERVICES

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

W I T N E S S E T H

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

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

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

WHEREAS, the CITY plans to utilize the CONTRACTOR to provide services to maintain the high voltage electrical distribution infrastructure of its wastewater treatment plants, wastewater reclamation plants, and sewage pumping plants, during the course of a three (3) year period with three (3) additional one (1)-year renewal options; and

WHEREAS, on June 29, 2011, the Board of Public Works authorized the Bureau of Sanitation to distribute a Request For Qualifications (RFQ) for Specialized High Voltage Services and to negotiate contracts with qualified proposers; and

WHEREAS, on September 1, 2011, the Bureau of Sanitation received two (2) proposals in response to the RFQ; and

WHEREAS, Miron Electric Construction Corp. was deemed the only qualified proposer with the requisite experience and expertise to perform said services as determined by CITY staff based on the evaluation criteria set forth in the RFQ; and

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

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

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

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

All titles, subtitles, and/or section headings appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, intent 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 the CONTRACTOR. The singular shall include the plural; use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used. The terms "include" and "including" do not exclude items not enumerated that are in the same general class.

ARTICLE 2 – DEFINITIONS

Definitions in Section 00100 of the General Conditions, hereinafter referred to as the "GC" are used in this CONTRACT; each shall have the meaning set forth therein. In addition, the following definitions shall apply:

BUREAU	Bureau of Sanitation, Department of Public Works, City of Los Angeles.
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CITY PROJECT MANAGER	CITY'S designated representative for all issues related to this CONTRACT
CONTRACT	This contractual agreement between the CITY and Miron Electric Construction Corp. for Specialized High Voltage Services.
CONTRACTOR	Miron Electric Construction Corporation
CONTRACTOR SERVICES	All services to be provided by the CONTRACTOR specified in this CONTRACT
DIRECTOR	Director of the Bureau of Sanitation or his/her designated representative
HIGH VOLTAGE ELECTRICAL EQUIPMENT	Electrical Equipment rated over 600 volts
MBE/WBE/OBE	Minority/Women/Other Business Enterprises

ARTICLE 3 – PROJECT DESCRIPTION

The Bureau of Sanitation (BUREAU) operates four (4) treatment and water reclamation plants and forty-four (44) sewage pumping plants that serve over four (4) million people within two (2) service areas containing over 600 square miles. The electrical distribution system of these facilities consists of a vast array of high voltage electrical equipment that includes switchgears, substations, transformers, switchboards, motor control centers, motors, panel boards, protective relays, etc.

Electrical distribution systems are vital to all plant operations, without which the wastewater treatment process would come to a halt, resulting in sewage spills and permit violations.

The Bureau cannot modify or modernize high voltage electrical equipment due to lack of certification and expertise. BUREAU personnel perform most of the preventive maintenance tasks such as protective relay testing, transformer testing, infrared thermography, high potential testing and high voltage circuit breaker testing. Some predictive maintenance tasks, such as oil analysis, are performed by contractors. The BUREAU continues to perform preventive maintenance tasks on HIGH VOLTAGE ELECTRICAL EQUIPMENT with BUREAU personnel; however, it is becoming increasingly difficult to keep the preventive maintenance program on schedule due to lack of personnel, training and experience.

Establishing a specialized high voltage services CONTRACT will enable the BUREAU to modify or modernize its HIGH VOLTAGE ELECTRICAL EQUIPMENT and augment its internal workforce capabilities with external expertise to maintain its critical high voltage electrical infrastructure.

ARTICLE 4 – RESPONSIBILITIES OF AND SERVICES TO BE PERFORMED

BY THE CONTRACTOR

Services shall include, but not be limited to the following:

4.1 CONTRACTOR shall perform the services described in Article 4.4. CONTRACTOR shall perform such work with a degree of skill and diligence normally employed by professional analysts or contractors performing the same or similar services.

4.2 CONTRACTOR warrants that the services will be performed consistent with generally accepted industry standards.

4.3 Maintenance of Records

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this CONTRACT, 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. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY PROJECT MANAGER at any time during the term of this CONTRACT and within the 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 as authorized under the terms of this CONTRACT shall include a like provision for work to be performed under this CONTRACT.

4.4 Scope of Services

The scope of services of the CONTRACT is to modify, modernize, and perform preventive and predictive maintenance of the electrical distribution infrastructure of BUREAU wastewater treatment plants, wastewater reclamation plants, and sewage pumping plants. The services to be provided include, but are not limited, to the following:

- Repair, modification, alteration, modernization, reconfiguration, and testing of:
 - High voltage Metal Clad and Metal Enclosed switchgear
 - Gas Insulated high voltage switchgear
- Repair, modification, alteration, modernization, and testing of:
 - High voltage vacuum circuit breakers
 - High voltage Gas Insulated circuit breakers
 - High voltage air circuit breakers
 - High voltage oil filled transformers and load tap changers
 - High voltage dry type transformers
 - High voltage generators
 - High voltage capacitors and reactors
 - High voltage Load interrupter and isolating switches
 - High voltage surge arresters
 - High voltage Variable Frequency Drives
 - High voltage Motor controllers
 - High voltage unit substations
 - High voltage transfer switches

- Protective relays
- Medium and high voltage cables
- Grounding equipment and system
- Perform infrared thermography of electrical distribution system.
- Perform oil sampling and analysis for oil filled transformers.
- Perform power system studies: short circuit study, load flow study, relay coordination, arc flash study, power quality investigation and load measurement survey and other studies upon the CITY'S request.

4.5 The CITY will request quotations from the CONTRACTOR on an "as-needed, job-by-job" basis using a not-to-exceed price approach.

CONTRACTOR'S quotations shall be requested in writing by the CITY and shall require site inspection (job walks) by the CONTRACTOR (except for emergency jobs). Quotations shall include any documents provided by the CITY PROJECT MANAGER, and must include starting date and estimated date of completion. CITY will issue a Notice to Proceed (NTP) for the CONTRACTOR to start the job. All quotations shall include the following information:

- Class(es) of personnel to be employed on the project (e.g. supervisor, electrician (journeyman), electrical helper, apprentice, etc).
- Hourly labor rate for each job classification, as stated in the CONTRACT.
- The estimated number of hours to complete the job per classification and maximum dollar amount per the job.
- The "not to exceed" total job cost.

Work shall start only after obtaining a signed NTP from the CITY PROJECT

MANAGER.

- 4.6 A job that the CITY PROJECT MANAGER deems to be an emergency or of "Urgent Necessity" may be exempted from the normal process. In such cases, the CITY will instruct the CONTRACTOR to perform the emergency work.

CONTRACTOR must be able to provide emergency services (i.e. must arrive at the affected CITY site, ready to begin work) within four (4) hours of being contacted by the CITY PROJECT MANAGER or his designee. CONTRACTOR must be available to provide emergency services on weekends and CITY HOLIDAYS. CONTRACTOR shall provide the CITY PROJECT MANAGER their company emergency procedures and contact persons (24 hours per day/7 days per week). The CONTRACTOR will notify the CITY PROJECT MANAGER immediately if it is unable to respond or comply with the proposed project schedule.

- 4.7 Work shall be scheduled during normal CITY working hours (6 a.m. PST to 6 p.m. PST), five (5) days per week excluding Saturdays, Sundays, and CITY HOLIDAYS, unless so instructed or agreed upon by the CITY prior to start of the work. Overtime will be paid for non-regular work hours in emergency situations, in accordance with the Federal Fair Labor Standards Act (FLSA) or State of California Department of Industrial Relations (DIR) and only with written approval of the CITY PROJECT MANAGER.

- 4.8 The CONTRACTOR shall initiate non-emergency work within three (3) CALENDAR DAYS of issuance of NTP or when established by the CITY PROJECT MANAGER. Any changes to the Scope of Work must be authorized

in writing by the CITY PROJECT MANAGER. The CITY PROJECT MANAGER has final authority for all aspects of any job or project.

- 4.9 The CONTRACTOR shall provide all tools, supplies, materials, equipment, and all labor necessary for the furnishing, construction, installation, testing and operation of all electrical work and appurtenant work necessary to provide a complete and operable system. Material shall be identified as what goes into the job. Equipment shall be identified as what is used to complete the job.
- 4.10 The CONTRACTOR shall cooperate with CITY inspectors, CITY PROJECT MANAGERS, building occupants, and other contractors who may be working on the job site in order to properly complete the project. Work shall proceed in a progressive manner until completed.
- 4.11 Prior to the start of actual work, the CONTRACTOR is responsible for the verification of all existing conditions. No CITY equipment shall be used as part of the CONTRACTOR'S operation or installation requirements.
- 4.12 All inspection, repairs, modification and tests shall be in accordance with the following codes and standards:
- National Electrical Manufacturer's Associations – NEMA
 - American Society of Testing and Material – ASTM
 - Institute of Electrical and Electronic Engineers – IEEE
 - International Electrical Testing Association – NETA Maintenance Testing Specifications – MTS
 - American National Standards Institute – ANSI C2: National Electricity Safety Code
 - California Electrical Code – CEC
 - Insulated Cable Engineers Association – ICEA

- Association of Edison Illuminating Companies – AEIC
- California Division of Occupational Safety and Health – CAL OSHA
- National Fire Protection Association – NFPA
- Underwriters Laboratories – UL
- CITY OF LOS ANGELES, Bureau of Engineering Master Specifications
- Other codes and standards specified by the CITY

- 4.13 All work shall conform to or exceed the applicable requirements of the California Electrical Code (CEC). Provided that where a local code or ordinance is in conflict with the CEC, the provision of said local code, ordinance and specifications shall take precedence.
- 4.14 The CONTRACTOR shall be responsible for the routing of raceway, subject to the approval of the CITY PROJECT MANAGER.
- 4.15 The CONTRACTOR shall carry out any work involving the shutdown of existing service to any piece of equipment now functioning or the tie-in of equipment to the existing system at such time as to provide the least inconvenience to the CITY. The CONTRACTOR shall perform work required when directed by the CITY PROJECT MANAGER. The CONTRACTOR must be able to service and repair all component parts to the CITY PROJECT MANAGER'S satisfaction.
- 4.16 The CONTRACTOR shall design all systems with maximum consideration for efficiency and energy conservation.
- 4.17 The CONTRACTOR shall provide the instruction to the CITY on the use of all new equipment. The CONTRACTOR shall supply the CITY PROJECT MANAGER

with all manufacturer/dealer literature for equipment.

- 4.18 The CITY may require CONTRACTOR to provide personnel to perform analysis or testing on as-needed basis for a prescribed amount of time.
- 4.19 CONTRACTOR shall obtain and pay for all permits, licenses, and fees necessary for performance of the work performed under this CONTRACT, including but not limited to, any such permits, licenses, and fees required by the CITY'S Department of Building and Safety and Fire Department,.
- 4.20 Within thirty (30) CALENDAR DAYS after the issuance of a NTP, the CONTRACTOR shall obtain all permits required for the construction and installation of all works required of the project and pay all associated fees and costs, and submit to the CITY PROJECT MANAGER copies of such permits and proof of payment of all required permit fees. The project will not be considered complete until all required permits are received and approved by the issuing body and proof of same is submitted to the CITY PROJECT MANAGER.
- 4.21 All employee certifications and licenses required by this CONTRACT must be kept current and in force during the entire term of the CONTRACT. Failure to do so will result in immediate termination for cause. Copies of all such certifications and licenses and the names of employees must be sent to the CITY annually. CONTRACTOR must obtain prior written approval from the CITY PROJECT MANAGER whenever a job description covered by this CONTRACT is changed.
- 4.22 All workmanship, equipment and material incorporated in the work are to be

of the most suitable quality for the purpose of work performed under this CONTRACT.

- 4.23 All conduit and material shall be installed in such a manner as to avoid all obstruction and to preserve headroom and keep openings and passageways clear. Where the material is installed without the required clearances, it shall be moved without additional cost to the CITY.
- 4.24 All material shall be protected from damages during the delivery, storage, handling, and installation until final acceptance of work.
- 4.25 Material must be new and unused and must bear the label of Underwriters' Laboratories, Incorporated (UL) or of an independent testing laboratory acceptable to the Building and Safety Department of the CITY of Los Angeles and be of contractor's grade.
- 4.26 The construction and installation of all electrical equipment and material shall comply with all applicable provisions of the Cal OSHA Safety orders (Title 8, CCR), State Building Standards, and applicable local codes and regulations.
- 4.27 The CONTRACTOR shall replace or have the manufacturer refurbish all damaged material or equipment, including faceplates of panels and switchboards sections, at no expense to the CITY.
- 4.28 Any test failure shall be corrected by the CONTRACTOR in a manner satisfactory to the CITY PROJECT MANAGER.
- 4.29 During the progress of the work, the CONTRACTOR shall clean the premises and shall leave the premises and all portions of the site free of debris caused by his/her works.

4.30 All work required to be altered or repaired shall be finished to match and be flush with adjoining surfaces, subject to the approval of the CITY PROJECT MANAGER.

4.31 Materials to be installed must have prior written approval from CITY PROJECT MANAGER.

4.32 Enhanced Electrical Safety Policy

4.32.1 The CONTRACTOR shall follow Enhanced Electrical Safety Policy in accordance with Section 01412 of the General Requirements.

ARTICLE 5 – KEY CONTRACTOR PERSONNEL

5.1 CONTRACTOR designates the following person to represent CONTRACTOR in all matters pertaining to this CONTRACT:

Name	Ronald Kaufman
Address	9238 Deering Avenue, Chatsworth, CA 91311
TEL Number	(818) 772-9494
FAX Number	(818) 772-9498

Additional technical specialists may be assigned subject to the CITY PROJECT MANAGER'S approval.

5.2 CONTRACTOR agrees that personnel assigned to these positions at the commencement of services under this CONTRACT shall serve in these positions as long as required by the CONTRACT, and CONTRACTOR shall not change personnel assigned to these positions without the prior consent and approval of CITY'S PROJECT MANAGER, whose consent shall not be withheld unreasonably.

- 5.3 Unless otherwise provided or approved by the CITY, CONTRACTOR shall use its own employees to perform the services described in this CONTRACT. The CITY shall have the right to review and approve any personnel who are assigned to work under this CONTRACT. CONTRACTOR agrees to remove personnel from performing work under this CONTRACT if requested to do so by the CITY.
- 5.4 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 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.

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

CITY designates Bahram Roshanian as its CITY PROJECT MANAGER to represent the CITY in all matters within the scope of the CONTRACT relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the CITY PROJECT MANAGER. The CITY PROJECT MANAGER may designate an assistant to act in his stead. The CITY may designate another CITY employee to succeed Bahram Roshanian as CITY PROJECT MANAGER. The CONTRACTOR will be notified in writing in such event.

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

ARTICLE 7 – TERM OF CONTRACT AND TIME OF EFFECTIVENESS

The term of this CONTRACT shall be for three (3) years from the date of full execution of the CONTRACT unless terminated as provided under Article 8 or extended by amendment or change order to this CONTRACT and signed by the parties, with three (3) additional one-year renewal options at the CITY'S sole discretion. The BOARD shall be the final authority in the renewal of this CONTRACT.

The date of full execution is deemed to be the date when all the following events have occurred:

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

ARTICLE 8 – TERMINATION

Unless otherwise specified herein, Termination under this CONTRACT shall comply with Section 00404 and 00405 of General Conditions, as set forth in the Appendix, and last revised no less than 30 days prior to issuance of a NTP under which work is to be performed.

ARTICLE 9 – SUBCONTRACT APPROVAL (BUSINESS INCLUSION PROGRAM)

- 9.1 Unless otherwise specified herein, subcontractors performing work under this CONTRACT shall be approved by the Bureau of Contract Administration (BCA) in accordance with Section 00311 of the General Conditions.
- 9.2 The CONTRACTOR shall verify that all subcontractors possess a valid and appropriate contractor's license in California and all necessary certifications and a CITY Business Tax Registration Certificate prior to obtaining BCA approval and performing any work under this CONTRACT.
- 9.3 Based on independent verification of the information required in Article 9, the BCA will approve all subcontractors prior to approval of payment for completed work.

- 9.4 Failure to make timely and complete payments to all subcontractors, bid-listed and/or approved, will result in a penalty of no more than 10 percent of the final subcontract amount and possible sanctions.
- 9.5 The Contractor must submit a Final Subcontracting Report to the BUREAU within fifteen (15) calendar days after issuance of the Statement of Completion by the BUREAU. Failure to comply with result in the assessment of liquidated damages in the amount of \$100 per day by the Board of Public Works.
- 9.6 Any reduction, increase, or other change to any bid-listed or approved Subcontract amount without prior approval of the Inspector is considered an Unauthorized Subcontractor Substitution and is subject to a penalty of ten (10) percent of the Subcontract amount, whether bid-listed or not. A subcontract dollar value increased or reduced as the result of a Change Order issued by the Engineer to add or delete from the original scope of work shall not be subject to a penalty for an Unauthorized Subcontractor Substitution.

ARTICLE 10 - COMPENSATION, INVOICING, AND PAYMENT

Compensation for services provided under this CONTRACT shall be provided on a Cost Reimbursement – Hourly Billing Rate basis. This type of compensation is defined as the sum of: (1) Labor Cost at Hourly Billing Rates; (2) Other Direct Costs as defined in 10.1.1, plus ten percent (10%); and (3) Subcontract Expenses as defined in 10.1.2.

10.1 Cost Reimbursement – Hourly Billing Rate Basis

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

Position	Rate (\$/hr)
Wireman - Journeyman	\$105.00
Wireman - Foreman	\$113.30
Wireman – Gen Foreman/Sup	\$122.60
Engineer/Project Manager	\$148.00

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

Any adjustments to Subcontractor's Hourly Billing Rates shall be reviewed and approved by the CITY PROJECT MANAGER prior to invoicing. Adjustments to Subcontractor's Hourly Billing Rates may be increased one time per year, per employee, on the anniversary date of the CONTRACTOR'S CONTRACT execution, and are subject to approval of the CITY PROJECT MANAGER. Any such increases shall be in accordance with established BUREAU policy existing at the time the adjustment is approved.

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

10.1.2 "Subcontract Expenses" shall be the actual amount paid by CONTRACTOR to SUBCONTRACTOR for their services to the CITY, plus an administrative fee of ten percent (10%).

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

10.3 The CITY will not pay for CONTRACTOR'S nor Subcontractor's personnel for invoice preparation. The CITY will not pay for CONTRACTOR'S nor Subcontractor's communication expenses and computer time charges.

10.4 Compensation

CONTRACTOR agrees to perform the work specified in Article 4.4, and CITY shall compensate CONTRACTOR on a Cost Reimbursement – Hourly Billing Rate basis. The total cost ceiling for this CONTRACT is \$6,000,000.00.

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

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

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

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

10.4.5 Final Inspection/acceptance

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

10.5 Invoicing and Payment

CONTRACTOR shall, upon completion of work, or on a monthly basis for projects with a duration greater than one month, submit to CITY an original and three (3) copies of an invoice in a format acceptable to the CITY which will include all costs and a proportionate amount of profit due CONTRACTOR for services provided. A Subcontractor Utilization Attachment (Schedule B), Exhibit 2, listing Minority/Women/Other Business Enterprise amounts invoiced shall also be submitted as part of the monthly invoice. CONTRACTOR must provide an

explanation for any item that falls short of the planned utilization, along with specific plans and recommendations for recovering from these shortfalls. No such invoices shall be paid without the Subcontractor Utilization Attachment.

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

Bahram Roshanian

Hyperion Treatment Plant

12000 Vista Del Mar

Playa Del Rey, CA 90293

10.6 False Claims Act

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the California 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 11- PREVAILING WAGES

For only those workers qualifying for Prevailing Wages, the CONTRACTOR shall comply with the following requirements.

- 11.1 The CONTRACTOR shall comply with all provisions of the Labor Code of the State of California relating to Public Works wages, and in specific, with those requiring the CONTRACTOR: (1) to pay not less than the "General Prevailing Wage Rates" to all workers employed during the work, and (2) to post a copy of the "General Prevailing Wage Rate" at the employee's place of work, in a conspicuous place available to all employees and applicants for employment.
- 11.2 The "General Prevailing Wage Rates" shall be the rates determined by the Director of the Department of Industrial Relations of the State of California. Copies of said rates are on file with the BOARD.
- 11.3 The CONTRACTOR and the CONTRACTOR'S Subcontractors shall pay the full amount due at the time of payment computed at wage rates not less than those contained in the wage determination division applicable to the work regardless of any contractor relationship which may be alleged to exist between the CONTRACTOR and such Subcontractor.
- 11.4 Prevailing Wages set by the State of California can differ depending on the area within the State and may be set outside the anniversary date of the CONTRACTOR'S CONTRACT execution. If Prevailing Wages are adjusted by the State, Billing Salary Rates or Hourly Billing Rates may be adjusted subject to the approval of the CITY PROJECT MANAGER.

- 11.5 Billing Salary Rates or Hourly Billing Rates that include applicable Prevailing Wage rates may vary from the Billing Salary Rates or Hourly Billing Rates that do not include applicable Prevailing Wages Rates.
- 11.6 This project has been identified for submission of certified payrolls through the Department of Public Works Bureau of Contract Administration's Online Certified Payroll System (OCPS). The OCPS is a web based program that will allow contractors to submit certified payrolls electronically. CONTRACTORS (of any tier) will be required to submit their certified payrolls through the OCPS. CONTRACTORS (of any tier) shall be responsible for maintaining certified copies of payroll records as required by law (§ 1776 of the California State Labor Code). The CONTRACTOR shall be responsible for ensuring that all their SUBCONTRACTORS regardless of tier to submit certified payrolls through OCPS. Training for OCPS will be provided by the BCA during the second Wednesday of each month. For further questions, please contact Raoul Mendoza at 213-847-2661, Angela Chang at 213-847-2673, or Jose Ramirez at 213-847-2629.

ARTICLE 12 - AMENDMENTS, CHANGES, OR MODIFICATIONS

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

ARTICLE 13 – INDEMNIFICATION , INSURANCE, AND BONDS

13.1 INDEMNIFICATION

Unless otherwise specified herein, Indemnification under this CONTRACT shall comply with Section 00316 of General Conditions, as set forth in the Appendix, and last revised no less than 30 days prior to issuance of a NTP under which work is to be performed.

13.2 INSURANCE

Unless otherwise specified herein, Insurance requirements under this CONTRACT shall comply with Section 00317 of the General Conditions, as set forth in the appendix, and as last revised no less than 30 days prior to issuance of a NTP under which work is to be performed.

13.3 BONDS

Unless otherwise specified herein, bonding requirements under this CONTRACT shall comply with Section 00317 of the General Conditions, as set forth in the appendix, and as last revised no less than 30 days prior to issuance of a NTP under which work is to be performed.

ARTICLE 14 – INDEPENDENT CONTRACTOR

Unless otherwise specified herein, independent contractors under this CONTRACT shall comply with Section 00316 of the General Conditions, as set forth in the appendix, and as last revised no less than 30 days prior to issuance of a NTP under which work is to be performed.

ARTICLE 15 – WARRANTY AND RESPONSIBILITY OF CONTRACTOR

- 15.1 CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONTRACTOR'S profession, doing the same or similar work under the same or similar circumstances.
- 15.2 CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by CONTRACTOR under this CONTRACT. CONTRACTOR shall, at no additional cost to CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services. The CONTRACTOR shall initiate corrective action within ten (10) Calendar Days after notification by a CITY PROJECT MANAGER.
- 15.3 The CONTRACTOR shall exhibit proper professional judgment in the use of information furnished by CITY in Article 6. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, CONTRACTOR will notify the CITY in a reasonable manner after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this CONTRACT, as well as recommendations for the correction of such incorrect or misleading information.

15.4 CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under this CONTRACT in accordance with this CONTRACT.

15.5 Except as specified in Article 13 and as otherwise provided in this CONTRACT, the CONTRACTOR shall be and shall remain liable, in accordance with applicable law, for all damages to CITY caused by CONTRACTOR'S negligent performance of any of the services furnished under this CONTRACT, except for errors, omissions, or other deficiencies to the extent attributable to CITY, CITY-furnished data, or any third party.

ARTICLE 16 - INTELLECTUAL PROPERTY INDEMNIFICATION

The CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by CONTRACTOR, or its Subcontractors of any tier, in

performing the work under this CONTRACT; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by CONTRACTOR, or its Subcontractors of any tier, under the CONTRACT. 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.

ARTICLE 17 INTELLECTUAL PROPERTY WARRANTY

The CONTRACTOR represents and warrants that its performance of all obligations under this CONTRACT do not infringe in any way, directly or contributory, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information.

ARTICLE 18 – OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by CONTRACTOR or its Subcontractors of any tier under this CONTRACT shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this CONTRACT including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas

matters and combinations thereof, and all forms of intellectual property. CONTRACTOR hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by CONTRACTOR under this CONTRACT. CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

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

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

Any subcontract entered into by CONTRACTOR relating to this CONTRACT, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT to contractually bind or otherwise oblige its Subcontractors performing work under this CONTRACT such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its Subcontractors with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR'S CONTRACT with the CITY.

ARTICLE 19 – 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 29.

ARTICLE 20 – 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 and addressed as follows:

To The CITY PROJECT MANAGER:

Contact Person: Bahram Roshanian
Telephone No.: (310) 648-5178
E-mail Address: Bahram.Roshanian@lacity.org
Address: Bureau of Sanitation
12000 Vista del Mar
Playa del Rey, CA 90293
Attn: Bahram Roshanian

To CONTRACTOR:

Contact Person: Ronald Kaufman

Address: 9238 Deering Avenue, Chatsworth, CA 9131

To the INSPECTOR:

Contact Person: David Tang, District Manager

Telephone No.: (213) 847-2445

E-Mail Address: David.Tang@lacity.org

Address: Bureau of Contract Administration

Wastewater Construction Division

1149 S. Broadway St. 3rd Fl.

Los Angeles, CA 90015-2213

Attn: David Tang, Principal Construction Inspector

Wastewater Construction Division

To the OFFICE OF CONTRACT COMPLIANCE:

Contact Person: Hannah Choi, Program Manager

Telephone No.: (213) 847-2677

E-Mail Address: Hannah.Choi@lacity.org

Address: Office of Contract Compliance

Bureau of Contract Administration

1149 S. Broadway St., Suite 300

Los Angeles, CA 90015-2213

Attn: Hannah Choi

Contract Compliance Program Manager II

For APPROVAL OF SUBCONTRACTORS & PAYMENT PROCESSING:
(Construction Projects)

Contact Person: Marc Wright

Address: Bureau of Contract Administration

1149 S. Broadway St., Suite 300

Los Angeles, CA 90015-2213

For APPROVAL OF SUBCONTRACTORS & PAYMENT PROCESSING:
(Non Construction Projects)

Contact Person: Bahram Roshanian

Address: Hyperion Treatment Plant

12000 Vista Del Mar

Playa Del Rey, CA 90293

ARTICLE 21 – FORCE MAJEURE

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local

Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

ARTICLE 22 – DRUG AND ALCOHOL TESTING

The Federal Department of Transportation (DOT) regulations require drug and alcohol testing of CITY contracted personnel who must maintain a commercial drivers license. Effective January 1, 1995, contractors are required to comply with the DOT mandate (i.e. Federal Motor Carrier Safety Regulations, Parts 382, et al). The CONTRACTOR shall comply with, but not be limited to, the following provisions:

- A. Education and training in accordance with Code of Federal Regulations, hereinafter referred to as CFR, 382.
- B. Arrange for random testing and the other required procedures of CFR 382.
- C. Allow the CITY to access and audit the CONTRACTOR'S property and records relating to random drug/alcohol testing.
- D. Provide the CITY with the documentation verifying compliance with the DOT regulations.

ARTICLE 23 – 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 24 – 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 25 – ENTIRE CONTRACT

This CONTRACT contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments, or agreements, whether oral or written, and may be modified or amended only as herein provided.

ARTICLE 26 – APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This CONTRACT and its performance shall be enforced and interpreted under the laws of the State of California. All causes of action arising directly

or indirectly from the business relationship evidenced by this CONTRACT must be filed in the appropriate state or federal court located in Los Angeles County, California, and each party agrees to be subject to the jurisdiction of the State of California regardless of their residence. CONTRACTOR shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this CONTRACT.

If any part, term or provision of this CONTRACT is held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this CONTRACT, the validity of the remaining parts, terms or provisions of the CONTRACT shall not be affected thereby.

ARTICLE 27 – CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION

CERTIFICATE REQUIRED

If applicable, CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certification(s) required by the CITY'S Business Tax Ordinance, section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this CONTRACT, the CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under Business Tax Ordinance and shall not allow any such Certificate to be revoked or suspended. Should any such certificate(s) become suspended or revoked, it is the CONTRACTOR'S responsibility to report the matter immediately to the CITY PROJECT MANAGER.

ARTICLE 28 – 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 29 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

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

- a) Assign or otherwise alienate any of its rights hereunder this CONTRACT, including the right of payment; or
- b) Delegate, subcontract, or otherwise transfer any of its duties hereunder.

ARTICLE 30 – PERMITS

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

ARTICLE 31 – DISCOUNTS

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

ARTICLE 32 - 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 or intangible matter produced by the CONTRACTOR hereunder), against the CONTRACTOR'S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

ARTICLE 33 – BREACH

Except for Force Majeure, 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 34 - NON-DISCRIMINATION

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

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

ARTICLE 35 - EQUAL EMPLOYMENT PRACTICES

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

A. During the performance of this CONTRACT, CONTRACTOR agrees and represents

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

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 3. CONTRACTOR agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, CONTRACTOR shall certify in the specified format that he or she has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical

condition.

- D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. On their or either of their request CONTRACTOR shall provide evidence that he or she has or will comply therewith.
- E. The failure of any CONTRACTOR to comply with the Equal Employment Practices provisions of this CONTRACT may be deemed to be a material breach of CITY contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to CONTRACTOR.
- F. Upon a finding duly made that CONTRACTOR has failed to comply with the Equal Employment Practices provisions of a CITY contract, the CONTRACT may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the CONTRACTOR is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, CONTRACTOR shall be

disqualified from being awarded a contract with the CITY for a period of two (2) years, or until CONTRACTOR shall establish and carry out a program in conformance with the provisions hereof.

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

H. Intentionally blank.

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

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

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

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

L. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT.

Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject

CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR'S CONTRACT with the CITY.

ARTICLE 36 - AFFIRMATIVE ACTION PROGRAM

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

- A. During the performance of a CITY contract, CONTRACTOR certifies and represents that CONTRACTOR and each Subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. CONTRACTOR shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive

consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, CONTRACTOR shall certify on an electronic or hard copy form to be supplied, that CONTRACTOR has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of CITY contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any CONTRACTOR to comply with the Affirmative Action Program provisions of CITY contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to CONTRACTOR.

- F. Upon a finding duly made that CONTRACTOR has breached the Affirmative Action Program provisions of a CITY contract, the CONTRACT may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said CONTRACTOR is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two (2) years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that CONTRACTOR has been guilty of willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a CITY contract, there may be deducted from the amount payable to CONTRACTOR by the CITY under the CONTRACT, a penalty of ten dollars (\$10.00) for each person for each Calendar Day on which such person was discriminated against in violation of the provisions of a CITY contract.
- H. Notwithstanding any other provisions of a CITY contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.

- J. Nothing contained in CITY contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. CONTRACTOR shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the CITY. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the CONTRACT. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve (12) months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, CONTRACTOR may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve (12) months. If the approval is thirty (30) days or less from expiration, CONTRACTOR must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the CONTRACT is awarded.
1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 2. CONTRACTOR may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan

prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

- L. The Office of Contract Compliance shall annually supply the awarding authorities of the CITY with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and CONTRACTOR.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to

- provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the CONTRACTOR'S or supplier's 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. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the CONTRACTOR at his or her discretion. Approved Affirmative Action Agreements become the property of the CITY and may be used at the discretion of the CITY in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.
- Q. All CONTRACTORS subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the CONTRACT with the CITY and shall impose the same obligations, including but

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

ARTICLE 37 – CHILD SUPPORT ASSIGNMENT ORDERS

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

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of CONTRACTOR to comply with any Wage and

Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this CONTRACT, subjecting this CONTRACT to termination if such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

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

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

ARTICLE 38 – LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR

WORKER RETENTION ORDINANCE (FOR NON-CONSTRUCTION SERVICES)

- A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this CONTRACT is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, which is attached hereto as Exhibit 7 and

incorporated herein by this reference, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:

1. The CONTRACTOR assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits of compensated and uncompensated days off and health benefits, as defined in the LWO.
2. The CONTRACTOR further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. CONTRACTOR shall receive and retain on file the executed pledges from each such Subcontractor within ninety (90) days of the execution of the Subcontract. CONTRACTOR'S evidence of executed pledges from each such Subcontractor shall fully discharge the obligation of the CONTRACTOR to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
3. The CONTRACTOR, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for

complaining to the CITY with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR shall post the Notice of Prohibition Against Retaliation provided by the CITY.

4. Any Subcontract entered into by the CONTRACTOR relating to this CONTRACT, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the LWO and the SCWRO.
 5. The CONTRACTOR shall comply with all rules, regulations and policies promulgated by the CITY'S Designated Administrative Agency, which may be amended from time to time.
- B. Under the provisions of Section 10.36.3(c) and Section 10.37.6(c) of the Los Angeles Administrative Code, the CITY shall have the authority, under appropriate circumstances, to terminate this CONTRACT and otherwise pursue legal remedies that may be available if the CITY determines that the subject CONTRACTOR has violated provisions of the LWO and the SCWRO or both.
- C. Where under the LWO Section 10.37.6(d), the CITY'S Designated Administrative Agency has determined (a) that the CONTRACTOR is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the CITY in such circumstances may impound monies

otherwise due the CONTRACTOR in accordance with the following procedures. Impoundment shall mean that from monies due the CONTRACTOR, the CITY may deduct the amount determined to be due and owing by the CONTRACTOR to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d) (3) and disposed of under procedures there described through final and binding arbitration. Whether the CONTRACTOR is to continue work following an impoundment shall remain in the sole discretion of the CITY. The CONTRACTOR may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

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

ARTICLE 39 – AMERICANS WITH DISABILITIES ACT

The CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act 42 U.S.C. Section 12101 et seq. and its implementing regulations. The 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. The 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 the CONTRACTOR, relating to this CONTRACT, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

ARTICLE 40 – CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this CONTRACT is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, as amended from time to time, which requires CONTRACTOR to update its responses to the responsibility questionnaire within thirty (30) Calendar Days after any change to the responses previously provided if such change would affect CONTRACTOR'S fitness and ability to continue performing this CONTRACT.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this CONTRACT, CONTRACTOR pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this CONTRACT, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. CONTRACTOR further agrees to: (1) notify the CITY within thirty (30) Calendar Days after receiving notification that any government agency has initiated an investigation which may result in a finding that CONTRACTOR is not in compliance with all applicable federal, state and local laws in performance of this CONTRACT; (2) notify the CITY within thirty (30) Calendar Days of all findings by a government agency or court of competent jurisdiction that CONTRACTOR has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its Subcontractor(s), as

defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the CITY; and (4) unless exempt, ensure that its Subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the CITY within thirty (30) Calendar Days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

ARTICLE 41 – MBE/WBE/OBE SUBCONTRACTOR OUTREACH PROGRAM

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

Prior to the issuance of a Notice to Proceed, the CONTRACTOR shall submit a Schedule B Subcontractor Utilization Profile (Exhibit 2) for each Task Order awarded.

CONTRACTOR shall only utilize subcontractors listed on Schedule A (Exhibit 1) submitted with proposal, unless and until the CONTRACTOR has performed an outreach to add or substitute subcontractors. Addition of subcontractors requires approval of the Bureau of Sanitation (for all non-construction services) or Bureau of Contract

Administration (for all construction services). Substitution of subcontractors requires approval of the Board of Public Works. CONTRACTOR agrees and obligates itself to submit a signed MBE/WBE/OBE Utilization Profile, provided herein as Exhibit 2, for each invoice as described in Article 10, listing current MBE/WBE/OBE amounts invoiced as part of the invoicing procedures.

ARTICLE 42 – EQUAL BENEFITS ORDINANCE

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

- A. During the performance of the CONTRACT, the CONTRACTOR certifies and represents that the CONTRACTOR will comply with the EBO.
- B. The failure of the CONTRACTOR to comply with the EBO will be deemed to be a material breach of this CONTRACT by the CITY.
- C. If the CONTRACTOR fails to comply with the EBO, the CITY may cancel, terminate or suspend this CONTRACT, in whole or in part, and all monies due or to become due under this CONTRACT may be retained by the CITY. The CITY may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

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

The 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) 847-2625."

ARTICLE 43 – SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this CONTRACT is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time, which is attached hereto as Exhibit 5 and incorporated herein by this reference. CONTRACTOR certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this CONTRACT.

ARTICLE 44 – CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

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

ARTICLE 45 – MUNICIPAL LOBBYING ORDINANCE

Any Contractor for the CITY shall submit a certification, on a form prescribed by the City Ethics Commission, that the CONTRACTOR acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, Exhibit 13, if the CONTRACTOR qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.

ARTICLE 46 - FIRST SOURCE HIRING ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this

CONTRACT is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

CONTRACTOR shall, prior to the execution of the CONTRACT, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that CONTRACTOR estimate they will need to fill in order to perform the services under the CONTRACT.

CONTRACTOR further pledges that it will, during the term of the CONTRACT, shall a) At least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the CONTRACTOR shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONTRACTOR interviewed and the reasons why referred individuals were not hired.

Any Subcontract entered into by the CONTRACTOR relating to this CONTRACT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

CONTRACTOR shall comply with all rules, regulations and policies promulgated by the DAA, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the DAA has determined that the CONTRACTOR intentionally violated or used hiring

practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the CONTRACTOR'S subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the CITY'S authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this CONTRACT and otherwise pursue legal remedies that may be available if the Designated Administrative Agency determines that the subject CONTRACTOR has violated provisions of the FSHO.

ARTICLE 47 - COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12) FOR MEASURE H/CONTRACTOR CONTRIBUTIONS/FUNDRAISING

The CONTRACTOR, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected CITY officials or candidates for elected CITY office if the contract is valued at \$100,000 or more and requires approval of a CITY elected official. Additionally, CONTRACTOR is required to provide and update certain information to the CITY as specified by law. Any contractor subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this CONTRACT:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are subcontractor on City of Los Angeles contract #_____. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected CITY officials or candidates for elected CITY office for twelve (12) months after the CITY contract is signed. Subcontractor is required to provide to CONTRACTOR names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the twelve (12) month time period. Subcontractor's information included must be provided to CONTRACTOR within five (5) business days. Failure to comply may result in termination of CONTRACT or any other available legal remedies includes fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.

CONTRACTOR, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the CITY to terminate this CONTRACT and pursue any and all legal remedies that may be available.

Missing Article 22 from Butch's template on "Contract Submittals" and Article 28

"Declarations"

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

CITY OF LOS ANGELES

By: _____

Title: Commissioner, Board of Public Works

Date: _____

By: _____

Title: Commissioner, Board of Public Works

Date: _____

APPROVED AS TO FORM

CARMEN A. TRUTANICH, City Attorney

By: _____

JOHN A. CARVALHO

Title: Assistant City Attorney

Date: _____

ATTEST:

JUNE LAGMAY, City Clerk

By: _____

Title: Deputy City Clerk

Date: _____

MIRON ELECTRIC

CONSTRUCTION CORP

By: Ronald Kaufman

Title: CEO

Date: _____

DEPARTMENT OF PUBLIC WORKS

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles CaliforniaBUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
June 29, 2011

JUN 29 2011


Executive Officer

CD: ALL

AUTHORITY TO DISTRIBUTE A REQUEST FOR QUALIFICATIONS (RFQ) AND
NEGOTIATE CONTRACT(S) FOR SPECIALIZED HIGH VOLTAGE SERVICESRECOMMENDATIONS

Authorize the Director of the Bureau of Sanitation to:

1. Distribute and advertise the transmitted Request for Qualifications (RFQ) to provide Specialized High Voltage services to modify, modernize, and perform preventive and predictive maintenance of the high voltage electrical distribution infrastructure of the City of Los Angeles' Wastewater Treatment plants, Wastewater Reclamation Plants, and Sewage Pumping Plants.
2. Evaluate the proposals and establish a list of the most qualified proposer(s) based on established rating criteria.
3. Negotiate a contract(s) with the most qualified proposer(s).
4. Return to the Board of Public Works (Board) for authority to execute the contract(s).

TRANSMITTALS

1. Copy of the RFQ to provide SPECIALIZED HIGH VOLTAGE SERVICES
2. Copy of the list of prospective proposers to which the RFQ will be sent.

DISCUSSION

The Bureau of Sanitation (Bureau) operates four (4) treatment and water reclamation plants and forty-four (44) sewage pumping plants that serve over four (4) million people within two (2) service areas containing over 600 square miles. The electrical distribution system of these facilities consists of a vast array of high voltage electrical equipment that include switchgears, substations, transformers, switchboards, motor control centers, motors, panel boards, protective relays, etc. Electrical distribution systems are vital to all plant operations, without which the wastewater treatment process will come to a halt, resulting in sewage spills and permit violations.

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JOINT BOARD REPORT NO. 1
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Modification and modernization of high voltage electrical equipment can only be done by entities who are Underwriters Laboratories (UL) listed for the purpose. The Bureau cannot modify or modernize high voltage electrical equipment due to the lack of certification and expertise. Bureau personnel do most of the preventive maintenance tasks like protective relay testing, transformer testing, infrared thermography, high potential testing and high voltage circuit breaker testing. Some predictive maintenance tasks like oil analysis are done by contractors. The Bureau continues to perform the preventive maintenance tasks on high voltage electrical equipment with bureau personnel; however, it is becoming increasingly difficult to keep the preventive maintenance program on schedule due to lack of personnel training and experience and a high vacancy rate, which is partly due to a high attrition rate to other departments in the City.

Establishing a specialized high voltage services contract will enable the Bureau to augment its internal workforce capabilities with external expertise to maintain its critical high voltage electrical infrastructure.

The city is establishing a list of the most qualified proposer(s) by releasing the RFQ. (Transmittal No. 1). The selected contractor(s) shall possess the qualifications and provide the services as outlined below: Specialized High Voltage services to modify, modernize, and perform preventive and predictive maintenance of the high voltage electrical distribution infrastructure of Wastewater Treatment plants, Wastewater Reclamation Plants, and Sewage Pumping Plants.

Proposed Term of Contract

The term of the resultant contract shall be for three (3) years from the date of contract execution by the Board with three (3) one (1) year renewal options.

Cost Estimate of Contract

The cost ceiling for the contract(s) shall not exceed a maximum of \$3,000,000.00 for the three (3) year term of the contract.

Request for Qualification (RFQ)

The Bureau intends to establish a personal services contract to modify, modernize, and perform preventive and predictive maintenance on the electrical distribution infrastructure. The services to be provided include, but are not limited, to the following:

- Repair, modification, alteration, modernization, reconfiguration, and testing of:
 - High voltage Metal Clad and Metal Enclosed switchgear
 - Gas Insulated high voltage switchgear
- Repair, modification, alteration, modernization, and testing of:
 - High voltage vacuum circuit breakers

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- High voltage Gas Insulated circuit breakers
 - High voltage air circuit breakers
 - High voltage oil filled transformers and load tap changers
 - High voltage dry type transformers
 - High voltage generators
 - High voltage capacitors and reactors
 - High voltage Load interrupter and isolating switches
 - High voltage surge arresters
 - High voltage Variable Frequency Drives
 - High voltage Motor controllers
 - High voltage unit substations
 - High voltage transfer switches
 - Protective relays
 - Medium and high voltage cables
 - Grounding equipment and system
- Perform infrared thermography of electrical distribution system.
 - Perform oil sampling and analysis for oil filled transformers.
 - Perform power system studies: short circuit study, load flow study, relay coordination, arc flash study, power quality investigation and load measurement survey.

Rationale for Using an RFQ

The Bureau has obtained Charter Section 1022 approval for the specialized high voltage services contract and intends to utilize the RFQ process to establish a list of qualified contractors to provide the services on as needed basis only when the Bureau personnel are unable to perform the work. The bureau will ask each contractor on the list to submit bids for the project at hand and will select the contractor submitting the lowest bid price in accordance with contract requirements.

RFQ Advertisement

The RFQ will be mailed to firms listed in Transmittal No. 2. In addition The RFQ will be posted on the City's World Wide Web Site www.labavn.org in compliance with City Council Motion 95-1060-S2. Upon authorization from the Board, this RFQ will also be advertised in at least one local newspaper.

Selection Process and Evaluation Criteria

A proposal review committee consisting of City staff will evaluate all proposals. The main criteria to be used for the selection of the proposer(s) are outlined in the RFQ and are summarized as follows:

Each Proposer will be evaluated in part on the Statement of Qualifications (SOQ) content and responsiveness relative to the Scope of Work stated in this RFQ. SOQs that are incomplete or are missing required attachments may be deemed nonresponsive.

The rating panel will review the SOQs and interview the qualified proposers to rate the SOQs and presentations according to the following criteria:

SOQ EVALUATION CRITERIA TABLE		
	Description of Standard	Point Value
1	Technical Qualifications and Past Experience This includes the Proposers' background, experience, and familiarity with high voltage services for this type of project and tasks, and the qualifications of staff personnel.	40 points
2	Record of Past Performance This includes quality of work, timely completion of assigned tasks, safety, record keeping, and the response of references.	15 points
3	Approach to Work This includes project management and coordination methodologies.	5 points
4	Cost Control This includes cost control procedures, preliminary cost estimates, hourly rates, and personnel utilization.	40 points
	TOTAL POINT VALUE	100 POINTS

The City will select the Proposer(s) receiving a score of 60 or more and whose overall proposal and qualifications represent the best overall value to the City and then negotiate a contract(s). The Bureau will then return with a recommendation for the Board to review the contract and forward it to the Mayor and Council for approval.

Compliance With Board RFP Policy

As per Board policy, this RFQ was delivered to the Secretary of the Board prior to Board consideration thereof.

MBE/WBE/OBE Subcontractors Outreach Program

The MBE/WBE/OBE Subcontractors Outreach Program will be in compliance with the Mayor's Executive Directive No. 2001-26. The anticipated MBE and WBE participation levels are 4 and 2 percent respectively.

Other City Requirements

Proposers shall be required to comply with all of the City's requirements including:

- Nondiscrimination/Equal Employment Practices/ Affirmative Action Program
- Insurance Guidelines
- Child Support Obligation Ordinance
- Municipal Lobbying Ordinance
- Los Angeles Residence Ordinance
- City of Los Angeles Contract History
- Non-Collusion Affidavit
- Americans With Disabilities Act
- Service Contractor Worker Retention and Living Wage Ordinances
- Equal Benefits Ordinance
- Slavery Disclosure Ordinance
- Non-Collusion Affidavit
- Business Tax Registration Certificate (BTRC)
- First Source Hiring Ordinance
- Contract Bidder Campaign Contribution and Fundraising Restrictions
- Prevailing Wage

Attachments and forms pertaining to these requirements are included in the RFQ.

Article 14 L.A.A.C./Contractor Responsibility Ordinance

All Consultants participating in this program are subject to compliance with the requirement specified in the City of Los Angeles' Contractor Responsibility Ordinance #173677, (Article 14, Chapter 1, Division 10, L.A.A.C.). Failure to comply with all requirements specified in the Ordinance will render the proposer's contract subject to termination pursuant to the conditions expressed therein.

Article 13 L.A.A.C/Contractor Performance Evaluation

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City personnel responsible for the quality control of this Personal Services Contract shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration upon completion of the work specified in the terms of this contract.

Notification of Intent to Contract

The required Notification of Intent to Contract was filed on July 9, 2008 with the CAO Clearinghouse and re-filed on May 17, 2011..

Charter section 1022

The Charter Section 1022 Form was filed on October 18, 2010 with the CAO office for the proposed RFQ. The CAO concluded that it was more feasible to contract the project on a very limited basis to address specialized or intermittent needs (such as those requiring unique or proprietary expertise, licenses, equipment and facility needs) and not to supplant work that is within the normal duties of staff.

Contract Administration

The Bureau's Hyperion Treatment Division will be responsible for the administration of the contract.

Status of Financing

The financing for the contract shall be provided by the Operation and Maintenance budget of each Division in the Bureau using the contract. There will be no impact to the General Fund.

FUTURE ACTION

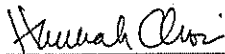
Upon Board authorization, the RFQ will be sent to each of the prospective proposers listed in Transmittal No. 2 and will be advertized as discussed above. A selection panel will evaluate the proposals received. After evaluation, semifinalists will be selected, interviewed and ranked. The Bureau of Sanitation will negotiate a personal services contract(s) with the highest rated firm(s) to provide the required services stated in the RFQ.

The Board will be requested in a subsequent report to authorize, award and execute a contract(s) to the top ranked proposer(s).

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June 29, 2011

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COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:



HANNAH CHOI, Program Manager II
Office of Contract Compliance
Bureau of Contract Administration

Prepared by:
Bahram Roshanian, HTD
(310) 648-5178

Respectfully submitted,

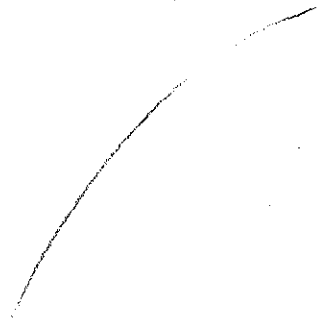


ENRIQUE C. ZALDIVAR, Director
Bureau of Sanitation



JOHN L. REAMER, JR., Director
Bureau of Contract Administration

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CITY OF LOS ANGELES
CALIFORNIA

TRANSMITTAL 3

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LOS ANGELES, CA 90015
TEL: (213) 485-2210
FAX: (213) 485-2979

December 12, 2011

OneSource Distributors
10349 Heritage Park Dr. #3
Santa Fe Springs, CA 90670
(562) 401-1271**Specialized High Voltage Services***Proposal Due Date: September 1, 2011*

Dear Proposer:

The Bureau of Sanitation, Centralized Contracts Unit, would like to provide you with feedback on your Good Faith Effort (GFE) documentation submitted for the above mentioned project. We hope that this information will assist you prepare Good Faith Effort documentation on future projects. Based on our review, your GFE documentation is deemed:

1. RESPONSIVE: GFE documentation was submitted to our office by the required date and earned a passing score of out of 100 points. Please see the information below to check which indicators (if any) did not earn points.

2. X NON-RESPONSIVE for one of the following reasons:

 GFE documentation was not submitted to our office (points may have been awarded for Indicator 2).

 X GFE documentation was submitted to our office by the required date but **earned a score below the 75 points required for passing**. The evaluation resulted in a GFE score of **74** out of **100** points. Please see the information attached to check which indicators did not earn points.

 GFE documentation was submitted after the deadline. However, in an attempt to be pro-active, our staff has evaluated the GFE documentation submitted by your firm. The evaluation resulted in a score of out of 100 possible points; 75 points are required for passing. Please be aware that this GFE evaluation cannot deem your bid responsive on this project; it is only meant to provide you



with feedback for future projects on which you may bid. Please see the information attached to check which indicators (if any) did not earn points.

OneSource Distributors

Specialized High Voltage Services

Proposal Due Date: September 1, 2011

Points Awarded	Indicator	Comment
N/A	#1: Level of Anticipated MBE/WBE Participation, No points	
10	#2: Attend Pre-Bid Meeting, 10 points	
10	#3: Sufficient Work Identified for Subconsultants, 10 points	
9	#4: Advertisement, 9 points	
15	#5: Written Notice to Subconsultants, 15 points	
10	#6: Follow-up On Initial Solicitation, 10 points	
5	#7: Plans, Specification, and Requirements, 5 points	
10	#8: Contacted Recruitment/Placement Organizations, 10 points	
0	#9: Negotiate in Good Faith, 26 points	<ul style="list-style-type: none"> • No Follow up Letters of Intent. • No reason or unacceptable reason given for not picking subs. • Only (1) listed sub on Schedule A, but proposal includes (3) others that aren't listed anywhere else. • "Not Certified OBE" given as a reason for not selecting a sub. • No bid from JTC – your lone Schedule A Selection. • Did not supply supporting Documentation requested in Clarification Fax.
5	#10: Bonds, Lines of Credit, and Insurance Assistance, 5 points	
74	Total Points Awarded	

If you would like to discuss this evaluation, please call Robert Haskin at (310) 648-5666 **no later than 5:00pm on December 14, 2011**. Once again, this letter only reflects the outcome of the *Good Faith Effort* evaluation; it does not provide information related to the award of the project.

Sincerely,
 Robert Haskin, Management Analyst
 Bureau of Sanitation * Centralized Contracts Unit

CITY OF LOS ANGELES

CALIFORNIA

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COMMISSIONER

JERILYN LÓPEZ-MENDOZA
COMMISSIONER



2013 JUN 16 PM 3:20

CITY ADMINISTRATIVE OFFICER

ANTONIO R. VILLARAIGOSA
MAYOR

OFFICE OF THE BOARD OF PUBLIC WORKS

200 NORTH SPRING STREET
ROOM 361, CITY HALL
LOS ANGELES, CA 90012
(213) 978-0261
(213) 978-0278 Fax

ARLEEN P. TAYLOR
EXECUTIVE OFFICER

<http://www.bpw.lacity.org>

June 3, 2013

#1 BOS/BCA

Mayor Antonio R. Villaraigosa
Room No. 305
City Hall
Attn: Mandy Morales

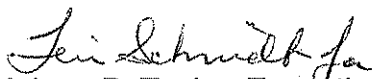
Subject: AUTHORITY TO EXECUTE A CONSTRUCTION SERVICES CONTRACT WITH MIRON ELECTRIC CONSTRUCTION CORPORATION FOR SPECIALIZED HIGH VOLTAGE SERVICES AND FIND ONESOURCE DISTRIBUTORS NONRESPONSIVE FOR FAILURE TO ACHIEVE A PASSING SCORE ON THE GOOD FAITH EFFORT EVALUATION

As recommended in the accompanying report of the Directors of the Bureaus of Sanitation and Contract Administration, which this Board has adopted, the Board of Public Works requests approval and forwarding to the City Council for approval and authorization to execute a Personal Services Contract with Miron Electric Construction Corporation, to provide Specialized High Voltage services to modify, modernize, and perform preventive and predictive maintenance of the high voltage electrical distribution infrastructure of the City of Los Angeles' Wastewater Treatment Plants, Wastewater Reclamation Plants, and Sewage Pumping Plants.

FISCAL IMPACT

Funding in the amount of \$290,000.00 is available in the Sewer Operations and Maintenance Fund No. 760, Account No. 50JX82. The remaining funding in the amount of \$5,710,000.00 for future fiscal years will be required through the normal budgeting process. There will be no impact to the General Fund.

Respectfully submitted,


Arleen P. Taylor, Executive Officer
Board of Public Works

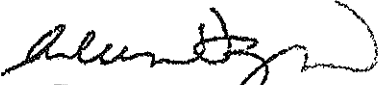
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DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
June 3, 2013

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California
AND REFERRED TO THE MAYOR
JUN - 3 2013


Executive Officer

CD: ALL

AUTHORITY TO EXECUTE A CONSTRUCTION SERVICES CONTRACT WITH MIRON ELECTRIC CONSTRUCTION CORPORATION FOR SPECIALIZED HIGH VOLTAGE SERVICES AND FIND ONESOURCE DISTRIBUTORS NONRESPONSIVE FOR FAILURE TO ACHIEVE A PASSING SCORE ON THE GOOD FAITH EFFORT EVALUATION

RECOMMENDATIONS

Authorize the Director of the Bureau of Sanitation to:

1. Find OneSource Distributors non-responsive for failing to achieve a passing score of 75 out of 100 points on the Good Faith Effort evaluation as discussed in this report.
2. Approve and forward this report, with transmittals, to the Mayor and the City Council with the request that the Board of Public Works (Board) be authorized to execute a Personal Services Contract with Miron Electric Construction Corporation, to provide Specialized High Voltage services to modify, modernize, and perform preventive and predictive maintenance of the high voltage electrical distribution infrastructure of the City of Los Angeles' Wastewater Treatment Plants, Wastewater Reclamation Plants, and Sewage Pumping Plants.
3. Upon the Mayor's and Council's authorization, the President or two (2) members of the Board will execute the contract;
4. Return the executed contract to the Bureau of Sanitation (Bureau) for further processing. Contact Board Report Section at (213) 485-4246 for pick up.

TRANSMITTALS

1. Copy of proposed contract between the City of Los Angeles and Miron Electric Construction Corporation to provide Specialized High Voltage services to modify, modernize, and perform preventive and predictive maintenance of the high voltage electrical distribution infrastructure of the City of Los Angeles' Wastewater Treatment Plants, Wastewater Reclamation Plants, and Sewage Pumping Plants.
2. Copy of the adopted Bureau of Sanitation (Bureau) and Bureau of Contract Administration Joint Report No. 1, dated June 29, 2011, authorizing the Bureau to distribute a Request for Qualifications (RFQ) for Specialized High Voltage Services.

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3. Copy of the letter from the Bureau's Centralized Contracts Unit to OneSource Distributors, dated December 12, 2011, regarding their Good Faith Effort evaluation.

DISCUSSION

Background

The Bureau operates four (4) treatment and water reclamation plants and forty-four (44) sewage pumping plants that serve over four (4) million people within two (2) service areas containing over 600 square miles. The electrical distribution system of these facilities consists of a vast array of high voltage electrical equipment that includes switchgears, substations, transformers, switchboards, motor control centers, motors, panel boards, protective relays, amongst others.

Electrical distribution systems are vital to all plant operations, without which the wastewater treatment process would come to a halt, resulting in sewage spills and permit violations.

Modification and modernization of high voltage electrical equipment can only be performed by entities who are UL listed. The Bureau cannot modify or modernize high voltage electrical equipment due to lack of certification and expertise. Bureau personnel perform most of the preventive maintenance tasks such as protective relay testing, transformer testing, infrared thermography, high potential testing and high voltage circuit breaker testing. Some predictive maintenance tasks, such as oil analysis, are performed by qualified contractors. The Bureau personnel continue to perform preventive maintenance tasks on high voltage electrical equipment; however, it is becoming increasingly difficult to keep the preventive maintenance program on schedule due to lack of personnel, training and experience, as well as a high vacancy rate, which is partly due to a high attrition rate to other departments in the City

Establishing a specialized high voltage services contract will enable the Bureau to modify and modernize its high voltage electrical equipment and augment its internal workforce capabilities with external expertise to maintain its critical high voltage electrical infrastructure.

Scope of Work

The Bureau intends to establish a construction services contract to maintain its high voltage electrical distribution infrastructure (Transmittal #1). The services to be provided include repair, modification, alteration, modernization, reconfiguration, and testing of high voltage electrical equipment including, but not limited to, switchgears, transformers, circuit breakers, generators, motors, switches, and variable frequency drives. The services also include specialized studies related to electrical system.

Selection Process

On June 29, 2011, the Board approved the Bureau of Sanitation and Bureau of Contract Administration Joint Board Report no. 1, authorizing the Bureau to distribute an RFQ to provide specialized high voltage services (Transmittal No. 2).

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On September 1, 2011 in response to the RFQ, the Bureau received bids from the following two (2) vendors: Miron Electric Construction Services Corp. and OneSource Distributors. As noted in the RFQ, a Good Faith Effort (GFE) evaluation was conducted by the Bureau's Centralized Contracts Unit (CCU). The results are as follows: (1) CCU recommends that OneSource Distributors be deemed non-responsive for failure to achieve a passing score on the Good Faith Effort evaluation and therefore disqualifying them from further evaluation. (2) CCU recommends that Miron Electric Construction Corp. be deemed responsive and the only qualified proposer based on their GFE. As a result of being deemed responsive on the GFE, Bureau staff reviewed, evaluated and rated the technical proposal of Miron Electric Construction Corp. using the criteria set forth in the RFQ (and noted below.) A score of 100% was awarded to Miron Electric Construction Corp. on the technical evaluation. Therefore, the Bureau recommends awarding the contract to Miron Electric Construction Corp.

SOQ EVALUATION CRITERIA TABLE

Max Score	Description of Standard	Score for Miron
40%	Technical Qualifications and Past Experience This includes the Proposers' background, experience, and familiarity with high voltage services for this type of project and tasks, and the qualifications of staff personnel.	40%
15%	Record of Past Performance This includes quality of work, timely completion of assigned tasks, safety, record keeping, and the response of references.	15%
5%	Approach to Work This includes project management and coordination methodologies.	5%
40%	Cost Control This includes cost control procedures, preliminary cost estimates, hourly rates, and personnel utilization.	40%
	TOTAL SCORE	100%

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Miron Electric Construction Corp. has demonstrated excellent knowledge and experience in the installation, upgrade, modification, and replacement of high voltage electrical equipment at the Bureau's Wastewater Treatment Facilities, as well as experience working with all of the equipment listed in the RFQ scope of work (section 1.4). Miron Electric Construction Corp. is currently under contract (C-114652) with the City of Los Angeles under "On Call Emergency Repairs and Construction Services at the City's Wastewater Treatment Plants and Other Wastewater Facilities."

The Bureau proposes that Miron Electric Construction Corp. be selected for the services required by the RFQ. Negotiation has been conducted with Miron Electric Construction Corp. and the Bureau now returns to the Board with the recommendation to award and execute the construction services contract (Transmittal #1) and forward it to the Mayor and City Council for approval.

The labor rates for craft workers are based on prevailing wages. Quotations for work will be submitted on an as-needed basis.

Proposed Term of Contract

The term of the contract shall be for three (3) years from the date of contract execution by the Board with three (3) one-year renewal options.

Cost Estimate of Contract

The cost ceiling for the contract(s) shall not exceed a maximum of \$6,000,000.00 for the three (3) year term of the contract plus (3) one-year renewal options.

MBE/WBE/OBE Subcontractor Outreach Program

The MBE/WBE/OBE Subcontractor Outreach Program will be administered in accordance with Mayor's Executive Directive No. 2001-26 which was in effect at the time the RFP was advertised. After reviewing all documentation submitted by Miron Electric Construction Corp. and OneSource Distributors, CCU awarded a total of 100 out of 100, and 74 out of 100 points, respectively for the Specialized High Voltage Services GFE and, as a result, recommends that the Board find Miron Electric Construction Corp. and OneSource Distributors to be responsive and non-responsive respectively. OneSource Distributors would be deemed non-responsive as having failed to achieve the minimum passing score of 75 out of 100 points. OneSource Distributors was notified of this recommendation in a letter dated December 12, 2011 (Transmittal No. 3). In response, OneSource Distributors requested a meeting with CCU and the Project Manager to discuss their score. On December 22, 2011, CCU met with an account manager representing OneSource Distributors and explained the reasoning behind their non-responsive evaluation on the Specialized High Voltage services GFE.. The account manager indicated that he understood the reasoning behind their score and in turn, accepted our evaluation.

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To summarize, OneSource Distributors was awarded points for all of the Good Faith Effort indicators, except No. 9 – Negotiation in Good Faith. Totaled together, OneSource Distributors earned 74 GFE evaluation points. The following explains the staff evaluation at the failed indicator by describing:

- (1) The required documentation for each indicator;
- (2) Proposer submitted documentation;
- (3) Proposer stated reason for protesting; and
- (4) CCU's response

Indicator (9)-Negotiated in Good Faith-26 Points

The requirement for this indicator states that the proposer must submit "*copies of all potential MBE/WBE/OBE bids or quotes received whether or not they were received as a result of the outreach efforts; b) Schedule A; and c) Summary sheet organized by work area, listing the bids or quotes received, the name of the subcontractor/ subconsultant who submitted the bid or quote, and a brief reason given for selection/nonselection as a potential subcontractor/subconsultant. If the proposer elects to perform a listed work area with its own forces, an explanation must be provided and included on the summary sheet. Note: For the purposes of this RFQ only, letters of intent acknowledging a potential subcontractors/ subconsultant's interest in being contacted for work and/or hourly rates for their type of work will be considered the "bids or quotes received."*"

OneSource Distributors submitted seven (7) bids/quotes or LOIs (from WEI QIndustries, The G Crew, Advanced Technology Laboratories, True Power, GE Energy, Herzog Electric, and W. A. Benjamin Electric), a Schedule A (listing JTC Architects), and no summary sheet nor reasons for selection/non-selection.

OneSource Distributors said in their appeal response that "*we required the following items to be listed per City of Los Angeles Specifications and OneSource Contract Requirements:*

- A. MBE/WBE/OBE documented current certification.
- B. Medium and High Voltage Certification.
- C. Medium and High Voltage Insurance current documentation.
- D. OSHA and NECA training documentation.
- E. Professional Services insurance documentation.
- F. Hourly Rates to be charged tasks to be determined.

Responsive-JTC Architects listed as potential MBE-Met all requirements. Non-Responsive-Did not fulfill all requirements. WEI, Industries-Fax 8/5, The "G" Crew-Fax 8/10, Advance Technology-Fax 8/9, and True Power-Fax 8/5."

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The CCU has the following response. With the RFP, it states "*copies of all potential MBE/WBE/OBE bids or quotes received whether or not they were received as a result of the outreach efforts*" is considered required documentation. However JTC Architects, who was listed as the lone selection on the Schedule A, was not accompanied with a bid/quote or LOI. Similarly, several other subcontractors (such as GE Energy, Herzog Electric, and W. A. Benjamin Electric) who had submitted LOI's and were listed throughout the OneSource proposal as selections, were not sent any outreach materials nor included on the Schedule A as a selection. In addition, numerous other subcontractors also indicated an interest, but there was no follow-up included with any of these subcontractors as well.

The RFP also states that a "*summary sheet organized by work area, listing the bids or quotes received, the name of the subcontractor/ subconsultant who submitted the bid or quote, and a brief reason given for selection/nonselection as a potential subcontractor/subconsultant*" is considered required documentation. However OneSource failed to provide both a summary sheet, and as a result, reasoning to their subcontractor selection/non-selections. This is especially important considering the proposer had the intent, based on the Schedule A and bids/quotes or LOI's received, to select four (4) subcontractors (GE Energy, Herzog Electric, W. A. Benjamin Electric, as well as JTC Architects). Based on these selections (according to the Schedule A) or intended selections (as documented by the bids/quotes or LOIs), it is apparent these subcontractors may have been pre-selected, thus "unjustifiably rejecting" the other subcontractors who also had submitted an LOI. By already having subcontractors selected at the time of RFP, potentially denied other subcontractors, such as WEI Industries, The G Crew, Advanced Technology Laboratories, and/or True Power or according to the telephone log, other interested subcontractors, such as Carter Industrial or Western Utilities, "*an equal opportunity to participate in the performance of a City contract*", and thus violate the MBE/WBE/OBE subcontractor outreach program of Executive Directive 2001-26.

in violation
of ED 2001-26

Upon receipt of all the OneSource GFE documentation, CCU inquired further into the lack of any reason or standard applied when evaluating all subconsultants. In response, OneSource listed one of its requirements as having MBE/WBE/OBE certification. This requirement in itself is a direct violation of Proposition 209 or the California Civil Rights Initiative which bans preferences based on race or gender in the public sector education, employment, and contracting. OBEs, MBEs, or WBEs cannot be excluded from a public sector contract whether or not the organization holds an MBE or WBE certification. In addition, there is no such certification available for OBEs.

in violation
of Prop 209,
CA Civil Rights
Act

Therefore, without a bid/quote or LOI, summary sheet listing the subcontractors and reason provided through clarification or lack thereof, an incomplete Schedule A or list of potential subconsultants to be utilized on this project, a reasonable interpretation would

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indicate that OneSource failed to negotiate in good faith. As a result, the CCU awarded zero (0) points for Indicator (9).

At the time of distribution of the RFQ for these services, the City had established anticipated MBE and WBE participation levels of four (4) and two (2) percent respectively. Actual pledged participation levels are to be determined when task orders over \$100,000 are assigned. The subcontractors must be listed on Miron's Schedule A – List of Potential MBE/WBE/OBE Subcontractors.

The Subcontractor information for Miron Electric Construction Services Corp. is as follows:

Gender/Ethnicity Codes:

AA= African American

HA= Hispanic American

SAA=Subcontinent Asian American

APA=Asian Pacific American

C=Caucasian

NA=Native American

M=Male

F=Female

<i>SUBCONTRACTOR</i>	<i>GENDER/ ETHNICITY</i>	<i>MBE/WBE/OBE</i>
Ballesteros & Associates	M/APA	MBE
Lee & Ro	M/APA	MBE
Power - Tech Engineering, Inc.	M/HA	MBE
DeYoung Power Systems		OBE
Electrical System Engineering		OBE
Emerson – Electrical Reliability Services		OBE
Transformer Testing & Repairs		OBE

Other City Requirements

Miron Electric Construction Corporation shall comply with all City requirements including, but not limited to:

- Nondiscrimination/Equal Employment Practices/ Affirmative Action Program
- Insurance and Bond
- Child Support Obligation Ordinance
- Municipal Lobbying Ordinance
- Los Angeles Residence Ordinance
- City of Los Angeles Contract History
- Non-Collusion Affidavit
- Americans With Disabilities Act
- Service Contractor Worker Retention and Living Wage Ordinances
- Prevailing Wage
- Equal Benefits Ordinance
- Slavery Disclosure Ordinance

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- Non-Collusion Affidavit
- Business Tax Registration Certificate (BTRC)
- First Source Hiring Ordinance
- Contract Bidder Campaign Contribution and Fundraising Restrictions

Article 14 L.A.A.C./Contractor Responsibility Ordinance

All Contractors participating in this program are subject to compliance with the requirement specified in the City of Los Angeles' Contractor Responsibility Ordinance #173677, (Article 14, Chapter 1, Division 10, L.A.A.C.). Failure to comply with all requirements specified in the Ordinance will render the proposer's contract subject to termination pursuant to the conditions expressed therein.

Article 13 L.A.A.C./Contractor Performance Evaluation

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City personnel responsible for the quality control of this Construction Services Contract shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration upon completion of the work specified in the terms of this contract.

Enhanced Electrical Safety policy

The contractor will comply with Enhanced Electrical safety Policy per section 01412 of Master General Requirements.

Notification of Intent to Contract

The required Notification of Intent to Contract was filed on July 9, 2008 with the CAO Clearinghouse and re-filed on May 17, 2011.

Charter Section 1022

On November 8, 2010, the CAO determined that it was more feasible to contract the project on a very limited basis to address specialized or intermittent needs (such as those requiring unique or proprietary expertise, licenses, equipment and facility needs) and not to supplant work that is within the normal duties of staff.

Contract Administration

The Bureau's Wastewater Division will be responsible for the administration of the contract.

Headquarters and Workforce Information

The headquarters of Miron Electric Construction Corp. is located at 9238 Deering Avenue, Chatsworth, CA 91311-5803. Miron Electric Construction Corp. has a total staff of five (5), three (3) of which reside within the City of Los Angeles.

City Attorney Review

The City Attorney's Office reviewed the attached contract and approved it as to form.

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STATUS OF FINANCING

Funding in the amount of \$290,000.00 is available in the Sewer Operations and Maintenance Fund No. 760, Account No. 50JX82. The remaining funding in the amount of \$5,710,000.00 for future fiscal years will be requested through the normal budgeting process. There will be no impact to the General Fund.

The contract includes a "Financial Liability Clause" which states that the City's liability under this contract shall only be to the extent of the present appropriation to fund the Contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract.

Respectfully submitted,



ENRIQUE C. ZALDIVAR, Director
Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:

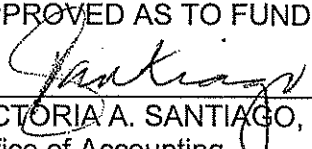


HANNAH CHOI, Program Manager II
Office of Contract Compliance
Bureau of Contract Administration



JOHN L. REAMER, JR., Director
Bureau of Contract Administration

APPROVED AS TO FUNDS:



VICTORIA A. SANTIAGO, Director
Office of Accounting
Date: 4/30/13

Prepared by:
Bahram Roshanian, HTP
(310) 648-5178

TRANSMITTAL 1

CONTRACT NO. C- _____

CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
MIRON ELECTRIC CONSTRUCTION CORPORATION
FOR
SPECIALIZED HIGH VOLTAGE SERVICES

CONTRACT BETWEEN THE CITY OF LOS ANGELES AND MIRON ELECTRIC
CONSTRUCTION CORPORATION FOR SPECIALIZED HIGH VOLTAGE SERVICES

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EXHIBIT 7	LIVING WAGE ORDINANCE
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APPENDICES

APPENDIX I MASTER GENERAL CONDITIONS

APPENDIX II MASTER GENERAL REQUIREMENTS

**CONTRACT BETWEEN THE CITY OF LOS ANGELES AND MIRON ELECTRIC
CONSTRUCTION CORPORATION FOR SPECIALIZED HIGH VOLTAGE SERVICES**

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

W I T N E S S E T H

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

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

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

WHEREAS, the CITY plans to utilize the CONTRACTOR to provide services to maintain the high voltage electrical distribution infrastructure of its wastewater treatment plants, wastewater reclamation plants, and sewage pumping plants, during the course of a three (3) year period with three (3) additional one (1)-year renewal options; and

WHEREAS, on June 29, 2011, the Board of Public Works authorized the Bureau of Sanitation to distribute a Request For Qualifications (RFQ) for Specialized High Voltage Services and to negotiate contracts with qualified proposers; and

WHEREAS, on September 1, 2011, the Bureau of Sanitation received two (2) proposals in response to the RFQ; and

WHEREAS, Miron Electric Construction Corp. was deemed the only qualified proposer with the requisite experience and expertise to perform said services as determined by CITY staff based on the evaluation criteria set forth in the RFQ; and

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

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

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

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

All titles, subtitles, and/or section headings appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, intent 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 the CONTRACTOR. The singular shall include the plural; use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used. The terms "include" and "including" do not exclude items not enumerated that are in the same general class.

ARTICLE 2 – DEFINITIONS

Definitions in Section 00100 of the General Conditions, hereinafter referred to as the "GC" are used in this CONTRACT; each shall have the meaning set forth therein. In addition, the following definitions shall apply:

BUREAU	Bureau of Sanitation, Department of Public Works, City of Los Angeles.
--------	---

CITY PROJECT MANAGER	CITY'S designated representative for all issues related to this CONTRACT
CONTRACT	This contractual agreement between the CITY and Miron Electric Construction Corp. for Specialized High Voltage Services.
CONTRACTOR	Miron Electric Construction Corporation
CONTRACTOR SERVICES	All services to be provided by the CONTRACTOR specified in this CONTRACT
DIRECTOR	Director of the Bureau of Sanitation or his/her designated representative
HIGH VOLTAGE ELECTRICAL EQUIPMENT	Electrical Equipment rated over 600 volts
MBE/WBE/OBE	Minority/Women/Other Business Enterprises

ARTICLE 3 – PROJECT DESCRIPTION

The Bureau of Sanitation (BUREAU) operates four (4) treatment and water reclamation plants and forty-four (44) sewage pumping plants that serve over four (4) million people within two (2) service areas containing over 600 square miles. The electrical distribution system of these facilities consists of a vast array of high voltage electrical equipment that includes switchgears, substations, transformers, switchboards, motor control centers, motors, panel boards, protective relays, etc.

Electrical distribution systems are vital to all plant operations, without which the wastewater treatment process would come to a halt, resulting in sewage spills and permit violations.

The Bureau cannot modify or modernize high voltage electrical equipment due to lack of certification and expertise. BUREAU personnel perform most of the preventive maintenance tasks such as protective relay testing, transformer testing, infrared thermography, high potential testing and high voltage circuit breaker testing. Some predictive maintenance tasks, such as oil analysis, are performed by contractors. The BUREAU continues to perform preventive maintenance tasks on HIGH VOLTAGE ELECTRICAL EQUIPMENT with BUREAU personnel; however, it is becoming increasingly difficult to keep the preventive maintenance program on schedule due to lack of personnel, training and experience.

So will the contractors be performing an work that city workers are doing?

Establishing a specialized high voltage services CONTRACT will enable the BUREAU to modify or modernize its HIGH VOLTAGE ELECTRICAL EQUIPMENT and augment its internal workforce capabilities with external expertise to maintain its critical high voltage electrical infrastructure.

ARTICLE 4 – RESPONSIBILITIES OF AND SERVICES TO BE PERFORMED

BY THE CONTRACTOR

Services shall include, but not be limited to the following:

4.1 CONTRACTOR shall perform the services described in Article 4.4. CONTRACTOR shall perform such work with a degree of skill and diligence normally employed by professional analysts or contractors performing the same or similar services.

4.2 CONTRACTOR warrants that the services will be performed consistent with generally accepted industry standards.

4.3 Maintenance of Records

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this CONTRACT, 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. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY PROJECT MANAGER at any time during the term of this CONTRACT and within the 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 as authorized under the terms of this CONTRACT shall include a like provision for work to be performed under this CONTRACT.

4.4 Scope of Services

The scope of services of the CONTRACT is to modify, modernize, and perform preventive and predictive maintenance of the electrical distribution infrastructure of BUREAU wastewater treatment plants, wastewater reclamation plants, and sewage pumping plants. The services to be provided include, but are not limited, to the following:

- Repair, modification, alteration, modernization, reconfiguration, and testing of:
 - High voltage Metal Clad and Metal Enclosed switchgear
 - Gas Insulated high voltage switchgear
- Repair, modification, alteration, modernization, and testing of:
 - High voltage vacuum circuit breakers
 - High voltage Gas Insulated circuit breakers
 - High voltage air circuit breakers
 - High voltage oil filled transformers and load tap changers
 - High voltage dry type transformers
 - High voltage generators
 - High voltage capacitors and reactors
 - High voltage Load interrupter and isolating switches
 - High voltage surge arresters
 - High voltage Variable Frequency Drives
 - High voltage Motor controllers
 - High voltage unit substations
 - High voltage transfer switches

- Protective relays
- Medium and high voltage cables
- Grounding equipment and system
- Perform infrared thermography of electrical distribution system.
- Perform oil sampling and analysis for oil filled transformers.
- Perform power system studies: short circuit study, load flow study, relay coordination, arc flash study, power quality investigation and load measurement survey and other studies upon the CITY'S request.

4.5 The CITY will request quotations from the CONTRACTOR on an "as-needed, job-by-job" basis using a not-to-exceed price approach.

CONTRACTOR'S quotations shall be requested in writing by the CITY and shall require site inspection (job walks) by the CONTRACTOR (except for emergency jobs). Quotations shall include any documents provided by the CITY PROJECT MANAGER, and must include starting date and estimated date of completion.

CITY will issue a Notice to Proceed (NTP) for the CONTRACTOR to start the job.

All quotations shall include the following information:

- Class(es) of personnel to be employed on the project (e.g. supervisor, electrician (journeyman), electrical helper, apprentice, etc).
- Hourly labor rate for each job classification, as stated in the CONTRACT.
- The estimated number of hours to complete the job per classification and maximum dollar amount per the job.
- The "not to exceed" total job cost.

Work shall start only after obtaining a signed NTP from the CITY PROJECT

MANAGER.

- 4.6 A job that the CITY PROJECT MANAGER deems to be an emergency or of "Urgent Necessity" may be exempted from the normal process. In such cases, the CITY will instruct the CONTRACTOR to perform the emergency work.

CONTRACTOR must be able to provide emergency services (i.e. must arrive at the affected CITY site, ready to begin work) within four (4) hours of being contacted by the CITY PROJECT MANAGER or his designee. CONTRACTOR must be available to provide emergency services on weekends and CITY HOLIDAYS. CONTRACTOR shall provide the CITY PROJECT MANAGER their company emergency procedures and contact persons (24 hours per day/7 days per week). The CONTRACTOR will notify the CITY PROJECT MANAGER immediately if it is unable to respond or comply with the proposed project schedule.

- 4.7 Work shall be scheduled during normal CITY working hours (6 a.m. PST to 6 p.m. PST), five (5) days per week excluding Saturdays, Sundays, and CITY HOLIDAYS, unless so instructed or agreed upon by the CITY prior to start of the work. Overtime will be paid for non-regular work hours in emergency situations, in accordance with the Federal Fair Labor Standards Act (FLSA) or State of California Department of Industrial Relations (DIR) and only with written approval of the CITY PROJECT MANAGER.

- 4.8 The CONTRACTOR shall initiate non-emergency work within three (3) CALENDAR DAYS of issuance of NTP or when established by the CITY PROJECT MANAGER. Any changes to the Scope of Work must be authorized

in writing by the CITY PROJECT MANAGER. The CITY PROJECT MANAGER has final authority for all aspects of any job or project.

- 4.9 The CONTRACTOR shall provide all tools, supplies, materials, equipment, and all labor necessary for the furnishing, construction, installation, testing and operation of all electrical work and appurtenant work necessary to provide a complete and operable system. Material shall be identified as what goes into the job. Equipment shall be identified as what is used to complete the job.
- 4.10 The CONTRACTOR shall cooperate with CITY inspectors, CITY PROJECT MANAGERS, building occupants, and other contractors who may be working on the job site in order to properly complete the project. Work shall proceed in a progressive manner until completed.
- 4.11 Prior to the start of actual work, the CONTRACTOR is responsible for the verification of all existing conditions. No CITY equipment shall be used as part of the CONTRACTOR'S operation or installation requirements.
- 4.12 All inspection, repairs, modification and tests shall be in accordance with the following codes and standards:
- National Electrical Manufacturer's Associations – NEMA
 - American Society of Testing and Material – ASTM
 - Institute of Electrical and Electronic Engineers – IEEE
 - International Electrical Testing Association – NETA Maintenance Testing Specifications – MTS
 - American National Standards Institute – ANSI C2: National Electricity Safety Code
 - California Electrical Code – CEC
 - Insulated Cable Engineers Association – ICEA

- Association of Edison Illuminating Companies – AEIC
- California Division of Occupational Safety and Health – CAL OSHA
- National Fire Protection Association – NFPA
- Underwriters Laboratories – UL
- CITY OF LOS ANGELES, Bureau of Engineering Master Specifications
- Other codes and standards specified by the CITY

- 4.13 All work shall conform to or exceed the applicable requirements of the California Electrical Code (CEC). Provided that where a local code or ordinance is in conflict with the CEC, the provision of said local code, ordinance and specifications shall take precedence.
- 4.14 The CONTRACTOR shall be responsible for the routing of raceway, subject to the approval of the CITY PROJECT MANAGER.
- 4.15 The CONTRACTOR shall carry out any work involving the shutdown of existing service to any piece of equipment now functioning or the tie-in of equipment to the existing system at such time as to provide the least inconvenience to the CITY. The CONTRACTOR shall perform work required when directed by the CITY PROJECT MANAGER. The CONTRACTOR must be able to service and repair all component parts to the CITY PROJECT MANAGER'S satisfaction.
- 4.16 The CONTRACTOR shall design all systems with maximum consideration for efficiency and energy conservation.
- 4.17 The CONTRACTOR shall provide the instruction to the CITY on the use of all new equipment. The CONTRACTOR shall supply the CITY PROJECT MANAGER

with all manufacturer/dealer literature for equipment.

- 4.18 The CITY may require CONTRACTOR to provide personnel to perform analysis or testing on as-needed basis for a prescribed amount of time.
- 4.19 CONTRACTOR shall obtain and pay for all permits, licenses, and fees necessary for performance of the work performed under this CONTRACT, including but not limited to, any such permits, licenses, and fees required by the CITY'S Department of Building and Safety and Fire Department,.
- 4.20 Within thirty (30) CALENDAR DAYS after the issuance of a NTP, the CONTRACTOR shall obtain all permits required for the construction and installation of all works required of the project and pay all associated fees and costs, and submit to the CITY PROJECT MANAGER copies of such permits and proof of payment of all required permit fees. The project will not be considered complete until all required permits are received and approved by the issuing body and proof of same is submitted to the CITY PROJECT MANAGER.
- 4.21 All employee certifications and licenses required by this CONTRACT must be kept current and in force during the entire term of the CONTRACT. Failure to do so will result in immediate termination for cause. Copies of all such certifications and licenses and the names of employees must be sent to the CITY annually. CONTRACTOR must obtain prior written approval from the CITY PROJECT MANAGER whenever a job description covered by this CONTRACT is changed.
- 4.22 All workmanship, equipment and material incorporated in the work are to be

of the most suitable quality for the purpose of work performed under this CONTRACT.

- 4.23 All conduit and material shall be installed in such a manner as to avoid all obstruction and to preserve headroom and keep openings and passageways clear. Where the material is installed without the required clearances, it shall be moved without additional cost to the CITY.
- 4.24 All material shall be protected from damages during the delivery, storage, handling, and installation until final acceptance of work.
- 4.25 Material must be new and unused and must bear the label of Underwriters' Laboratories, Incorporated (UL) or of an independent testing laboratory acceptable to the Building and Safety Department of the CITY of Los Angeles and be of contractor's grade.
- 4.26 The construction and installation of all electrical equipment and material shall comply with all applicable provisions of the Cal OSHA Safety orders (Title 8, CCR), State Building Standards, and applicable local codes and regulations.
- 4.27 The CONTRACTOR shall replace or have the manufacturer refurbish all damaged material or equipment, including faceplates of panels and switchboards sections, at no expense to the CITY.
- 4.28 Any test failure shall be corrected by the CONTRACTOR in a manner satisfactory to the CITY PROJECT MANAGER.
- 4.29 During the progress of the work, the CONTRACTOR shall clean the premises and shall leave the premises and all portions of the site free of debris caused by his/her works.

4.30 All work required to be altered or repaired shall be finished to match and be flush with adjoining surfaces, subject to the approval of the CITY PROJECT MANAGER.

4.31 Materials to be installed must have prior written approval from CITY PROJECT MANAGER.

4.32 Enhanced Electrical Safety Policy

4.32.1 The CONTRACTOR shall follow Enhanced Electrical Safety Policy in accordance with Section 01412 of the General Requirements.

ARTICLE 5 – KEY CONTRACTOR PERSONNEL

5.1 CONTRACTOR designates the following person to represent CONTRACTOR in all matters pertaining to this CONTRACT:

Name	Ronald Kaufman
Address	9238 Deering Avenue, Chatsworth, CA 91311
TEL Number	(818) 772-9494
FAX Number	(818) 772-9498

Additional technical specialists may be assigned subject to the CITY PROJECT MANAGER'S approval.

5.2 CONTRACTOR agrees that personnel assigned to these positions at the commencement of services under this CONTRACT shall serve in these positions as long as required by the CONTRACT, and CONTRACTOR shall not change personnel assigned to these positions without the prior consent and approval of CITY'S PROJECT MANAGER, whose consent shall not be withheld unreasonably.

- 5.3 Unless otherwise provided or approved by the CITY, CONTRACTOR shall use its own employees to perform the services described in this CONTRACT. The CITY shall have the right to review and approve any personnel who are assigned to work under this CONTRACT. CONTRACTOR agrees to remove personnel from performing work under this CONTRACT if requested to do so by the CITY.
- 5.4 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 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.

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

CITY designates Bahram Roshanian as its CITY PROJECT MANAGER to represent the CITY in all matters within the scope of the CONTRACT relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the CITY PROJECT MANAGER. The CITY PROJECT MANAGER may designate an assistant to act in his stead. The CITY may designate another CITY employee to succeed Bahram Roshanian as CITY PROJECT MANAGER. The CONTRACTOR will be notified in writing in such event.

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

ARTICLE 7 – TERM OF CONTRACT AND TIME OF EFFECTIVENESS

The term of this CONTRACT shall be for three (3) years from the date of full execution of the CONTRACT unless terminated as provided under Article 8 or extended by amendment or change order to this CONTRACT and signed by the parties, with three (3) additional one-year renewal options at the CITY'S sole discretion. The BOARD shall be the final authority in the renewal of this CONTRACT.

The date of full execution is deemed to be the date when all the following events have occurred:

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

ARTICLE 8 – TERMINATION

Unless otherwise specified herein, Termination under this CONTRACT shall comply with Section 00404 and 00405 of General Conditions, as set forth in the Appendix, and last revised no less than 30 days prior to issuance of a NTP under which work is to be performed.

ARTICLE 9 – SUBCONTRACT APPROVAL (BUSINESS INCLUSION PROGRAM)

- 9.1 Unless otherwise specified herein, subcontractors performing work under this CONTRACT shall be approved by the Bureau of Contract Administration (BCA) in accordance with Section 00311 of the General Conditions.
- 9.2 The CONTRACTOR shall verify that all subcontractors possess a valid and appropriate contractor's license in California and all necessary certifications and a CITY Business Tax Registration Certificate prior to obtaining BCA approval and performing any work under this CONTRACT.
- 9.3 Based on independent verification of the information required in Article 9, the BCA will approve all subcontractors prior to approval of payment for completed work.

- 9.4 Failure to make timely and complete payments to all subcontractors, bid-listed and/or approved, will result in a penalty of no more than 10 percent of the final subcontract amount and possible sanctions.
- 9.5 The Contractor must submit a Final Subcontracting Report to the BUREAU within fifteen (15) calendar days after issuance of the Statement of Completion by the BUREAU. Failure to comply with result in the assessment of liquidated damages in the amount of \$100 per day by the Board of Public Works.
- 9.6 Any reduction, increase, or other change to any bid-listed or approved Subcontract amount without prior approval of the Inspector is considered an Unauthorized Subcontractor Substitution and is subject to a penalty of ten (10) percent of the Subcontract amount, whether bid-listed or not. A subcontract dollar value increased or reduced as the result of a Change Order issued by the Engineer to add or delete from the original scope of work shall not be subject to a penalty for an Unauthorized Subcontractor Substitution.

ARTICLE 10 - COMPENSATION, INVOICING, AND PAYMENT

Compensation for services provided under this CONTRACT shall be provided on a Cost Reimbursement – Hourly Billing Rate basis. This type of compensation is defined as the sum of: (1) Labor Cost at Hourly Billing Rates; (2) Other Direct Costs as defined in 10.1.1, plus ten percent (10%); and (3) Subcontract Expenses as defined in 10.1.2.

10.1 Cost Reimbursement – Hourly Billing Rate Basis

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

Position	Rate (\$/hr)
Wireman - Journeyman	\$105.00
Wireman - Foreman	\$113.30
Wireman – Gen Foreman/Sup	\$122.60
Engineer/Project Manager	\$148.00

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

Any adjustments to Subcontractor's Hourly Billing Rates shall be reviewed and approved by the CITY PROJECT MANAGER prior to invoicing. Adjustments to Subcontractor's Hourly Billing Rates may be increased one time per year, per employee, on the anniversary date of the CONTRACTOR'S CONTRACT execution, and are subject to approval of the CITY PROJECT MANAGER. Any such increases shall be in accordance with established BUREAU policy existing at the time the adjustment is approved.

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

10.1.2 "Subcontract Expenses" shall be the actual amount paid by CONTRACTOR to SUBCONTRACTOR for their services to the CITY, plus an administrative fee of ten percent (10%).

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

10.3 The CITY will not pay for CONTRACTOR'S nor Subcontractor's personnel for invoice preparation. The CITY will not pay for CONTRACTOR'S nor Subcontractor's communication expenses and computer time charges.

10.4 Compensation

CONTRACTOR agrees to perform the work specified in Article 4.4, and CITY shall compensate CONTRACTOR on a Cost Reimbursement – Hourly Billing Rate basis. The total cost ceiling for this CONTRACT is \$6,000,000.00.

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

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

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

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

10.4.5 Final Inspection/acceptance

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

10.5 Invoicing and Payment

CONTRACTOR shall, upon completion of work, or on a monthly basis for projects with a duration greater than one month, submit to CITY an original and three (3) copies of an invoice in a format acceptable to the CITY which will include all costs and a proportionate amount of profit due CONTRACTOR for services provided. A Subcontractor Utilization Attachment (Schedule B), Exhibit 2, listing Minority/Women/Other Business Enterprise amounts invoiced shall also be submitted as part of the monthly invoice. CONTRACTOR must provide an

explanation for any item that falls short of the planned utilization, along with specific plans and recommendations for recovering from these shortfalls. No such invoices shall be paid without the Subcontractor Utilization Attachment.

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

Bahram Roshanian

Hyperion Treatment Plant

12000 Vista Del Mar

Playa Del Rey, CA 90293

10.6 False Claims Act

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the California 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 11- PREVAILING WAGES

For only those workers qualifying for Prevailing Wages, the CONTRACTOR shall comply with the following requirements.

- 11.1 The CONTRACTOR shall comply with all provisions of the Labor Code of the State of California relating to Public Works wages, and in specific, with those requiring the CONTRACTOR: (1) to pay not less than the "General Prevailing Wage Rates" to all workers employed during the work, and (2) to post a copy of the "General Prevailing Wage Rate" at the employee's place of work, in a conspicuous place available to all employees and applicants for employment.
- 11.2 The "General Prevailing Wage Rates" shall be the rates determined by the Director of the Department of Industrial Relations of the State of California. Copies of said rates are on file with the BOARD.
- 11.3 The CONTRACTOR and the CONTRACTOR'S Subcontractors shall pay the full amount due at the time of payment computed at wage rates not less than those contained in the wage determination division applicable to the work regardless of any contractor relationship which may be alleged to exist between the CONTRACTOR and such Subcontractor.
- 11.4 Prevailing Wages set by the State of California can differ depending on the area within the State and may be set outside the anniversary date of the CONTRACTOR'S CONTRACT execution. If Prevailing Wages are adjusted by the State, Billing Salary Rates or Hourly Billing Rates may be adjusted subject to the approval of the CITY PROJECT MANAGER.

11.5 Billing Salary Rates or Hourly Billing Rates that include applicable Prevailing Wage rates may vary from the Billing Salary Rates or Hourly Billing Rates that do not include applicable Prevailing Wages Rates.

11.6 This project has been identified for submission of certified payrolls through the Department of Public Works Bureau of Contract Administration's Online Certified Payroll System (OCPS). The OCPS is a web based program that will allow contractors to submit certified payrolls electronically. CONTRACTORS (of any tier) will be required to submit their certified payrolls through the OCPS. CONTRACTORS (of any tier) shall be responsible for maintaining certified copies of payroll records as required by law (§ 1776 of the California State Labor Code). The CONTRACTOR shall be responsible for ensuring that all their SUBCONTRACTORS regardless of tier to submit certified payrolls through OCPS. Training for OCPS will be provided by the BCA during the second Wednesday of each month. For further questions, please contact Raoul Mendoza at 213-847-2661, Angela Chang at 213-847-2673, or Jose Ramirez at 213-847-2629.

ARTICLE 12 - AMENDMENTS, CHANGES, OR MODIFICATIONS

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

ARTICLE 13 – INDEMNIFICATION , INSURANCE, AND BONDS

13.1 INDEMNIFICATION

Unless otherwise specified herein, Indemnification under this CONTRACT shall comply with Section 00316 of General Conditions, as set forth in the Appendix, and last revised no less than 30 days prior to issuance of a NTP under which work is to be performed.

13.2 INSURANCE

Unless otherwise specified herein, Insurance requirements under this CONTRACT shall comply with Section 00317 of the General Conditions, as set forth in the appendix, and as last revised no less than 30 days prior to issuance of a NTP under which work is to be performed.

13.3 BONDS

Unless otherwise specified herein, bonding requirements under this CONTRACT shall comply with Section 00317 of the General Conditions, as set forth in the appendix, and as last revised no less than 30 days prior to issuance of a NTP under which work is to be performed.

ARTICLE 14 – INDEPENDENT CONTRACTOR

Unless otherwise specified herein, independent contractors under this CONTRACT shall comply with Section 00316 of the General Conditions, as set forth in the appendix, and as last revised no less than 30 days prior to issuance of a NTP under which work is to be performed.

ARTICLE 15 – WARRANTY AND RESPONSIBILITY OF CONTRACTOR

- 15.1 CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONTRACTOR'S profession, doing the same or similar work under the same or similar circumstances.
- 15.2 CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by CONTRACTOR under this CONTRACT. CONTRACTOR shall, at no additional cost to CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services. The CONTRACTOR shall initiate corrective action within ten (10) Calendar Days after notification by a CITY PROJECT MANAGER.
- 15.3 The CONTRACTOR shall exhibit proper professional judgment in the use of information furnished by CITY in Article 6. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, CONTRACTOR will notify the CITY in a reasonable manner after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this CONTRACT, as well as recommendations for the correction of such incorrect or misleading information.

15.4 CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under this CONTRACT in accordance with this CONTRACT.

15.5 Except as specified in Article 13 and as otherwise provided in this CONTRACT, the CONTRACTOR shall be and shall remain liable, in accordance with applicable law, for all damages to CITY caused by CONTRACTOR'S negligent performance of any of the services furnished under this CONTRACT, except for errors, omissions, or other deficiencies to the extent attributable to CITY, CITY-furnished data, or any third party.

ARTICLE 16 - INTELLECTUAL PROPERTY INDEMNIFICATION

The CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by CONTRACTOR, or its Subcontractors of any tier, in

performing the work under this CONTRACT; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by CONTRACTOR, or its Subcontractors of any tier, under the CONTRACT. 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.

ARTICLE 17 INTELLECTUAL PROPERTY WARRANTY

The CONTRACTOR represents and warrants that its performance of all obligations under this CONTRACT do not infringe in any way, directly or contributory, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information.

ARTICLE 18 – OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by CONTRACTOR or its Subcontractors of any tier under this CONTRACT shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this CONTRACT including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas

matters and combinations thereof, and all forms of intellectual property. CONTRACTOR hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by CONTRACTOR under this CONTRACT. CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

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

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

Any subcontract entered into by CONTRACTOR relating to this CONTRACT, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT to contractually bind or otherwise oblige its Subcontractors performing work under this CONTRACT such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its Subcontractors with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR'S CONTRACT with the CITY.

ARTICLE 19 – 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 29.

ARTICLE 20 – 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 and addressed as follows:

To The CITY PROJECT MANAGER:

Contact Person: Bahram Roshanian
Telephone No.: (310) 648-5178
E-mail Address: Bahram.Roshanian@lacity.org
Address: Bureau of Sanitation
12000 Vista del Mar
Playa del Rey, CA 90293
Attn: Bahram Roshanian

To CONTRACTOR:

Contact Person: Ronald Kaufman

Address: 9238 Deering Avenue, Chatsworth, CA 9131

To the INSPECTOR:

Contact Person: David Tang, District Manager

Telephone No.: (213) 847-2445

E-Mail Address: David.Tang@lacity.org

Address: Bureau of Contract Administration

Wastewater Construction Division

1149 S. Broadway St. 3rd Fl.

Los Angeles, CA 90015-2213

Attn: David Tang, Principal Construction Inspector

Wastewater Construction Division

To the OFFICE OF CONTRACT COMPLIANCE:

Contact Person: Hannah Choi, Program Manager

Telephone No.: (213) 847-2677

E-Mail Address: Hannah.Choi@lacity.org

Address: Office of Contract Compliance

Bureau of Contract Administration

1149 S. Broadway St., Suite 300

Los Angeles, CA 90015-2213

Attn: Hannah Choi

Contract Compliance Program Manager II

For APPROVAL OF SUBCONTRACTORS & PAYMENT PROCESSING:
(Construction Projects)

Contact Person: Marc Wright

Address: Bureau of Contract Administration
1149 S. Broadway St., Suite 300
Los Angeles, CA 90015-2213

For APPROVAL OF SUBCONTRACTORS & PAYMENT PROCESSING:
(Non Construction Projects)

Contact Person: Bahram Roshanian

Address: Hyperion Treatment Plant
12000 Vista Del Mar
Playa Del Rey, CA 90293

ARTICLE 21 – FORCE MAJEURE

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local

Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

ARTICLE 22 – DRUG AND ALCOHOL TESTING

The Federal Department of Transportation (DOT) regulations require drug and alcohol testing of CITY contracted personnel who must maintain a commercial drivers license. Effective January 1, 1995, contractors are required to comply with the DOT mandate (i.e. Federal Motor Carrier Safety Regulations, Parts 382, et al). The CONTRACTOR shall comply with, but not be limited to, the following provisions:

- A. Education and training in accordance with Code of Federal Regulations, hereinafter referred to as CFR, 382.
- B. Arrange for random testing and the other required procedures of CFR 382.
- C. Allow the CITY to access and audit the CONTRACTOR'S property and records relating to random drug/alcohol testing.
- D. Provide the CITY with the documentation verifying compliance with the DOT regulations.

ARTICLE 23 – 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 24 – 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 25 – ENTIRE CONTRACT

This CONTRACT contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments, or agreements, whether oral or written, and may be modified or amended only as herein provided.

ARTICLE 26 – APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This CONTRACT and its performance shall be enforced and interpreted under the laws of the State of California. All causes of action arising directly

or indirectly from the business relationship evidenced by this CONTRACT must be filed in the appropriate state or federal court located in Los Angeles County, California, and each party agrees to be subject to the jurisdiction of the State of California regardless of their residence. CONTRACTOR shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this CONTRACT.

If any part, term or provision of this CONTRACT is held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this CONTRACT, the validity of the remaining parts, terms or provisions of the CONTRACT shall not be affected thereby.

ARTICLE 27 – CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION

CERTIFICATE REQUIRED

If applicable, CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certification(s) required by the CITY'S Business Tax Ordinance, section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this CONTRACT, the CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under Business Tax Ordinance and shall not allow any such Certificate to be revoked or suspended. Should any such certificate(s) become suspended or revoked, it is the CONTRACTOR'S responsibility to report the matter immediately to the CITY PROJECT MANAGER.

ARTICLE 28 – 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 29 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

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

- a) Assign or otherwise alienate any of its rights hereunder this CONTRACT, including the right of payment; or
- b) Delegate, subcontract, or otherwise transfer any of its duties hereunder.

ARTICLE 30 – PERMITS

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

ARTICLE 31 – DISCOUNTS

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

ARTICLE 32 - 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 or intangible matter produced by the CONTRACTOR hereunder), against the CONTRACTOR'S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

ARTICLE 33 – BREACH

Except for Force Majeure, 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 34 - NON-DISCRIMINATION

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

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

ARTICLE 35 - EQUAL EMPLOYMENT PRACTICES

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

A. During the performance of this CONTRACT, CONTRACTOR agrees and represents

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

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 3. CONTRACTOR agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, CONTRACTOR shall certify in the specified format that he or she has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical

condition.

- D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. On their or either of their request CONTRACTOR shall provide evidence that he or she has or will comply therewith.
- E. The failure of any CONTRACTOR to comply with the Equal Employment Practices provisions of this CONTRACT may be deemed to be a material breach of CITY contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to CONTRACTOR.
- F. Upon a finding duly made that CONTRACTOR has failed to comply with the Equal Employment Practices provisions of a CITY contract, the CONTRACT may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the CONTRACTOR is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, CONTRACTOR shall be

disqualified from being awarded a contract with the CITY for a period of two (2) years, or until CONTRACTOR shall establish and carry out a program in conformance with the provisions hereof.

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

H. Intentionally blank.

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

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

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

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

L. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT.

Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject

CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR'S CONTRACT with the CITY.

ARTICLE 36 - AFFIRMATIVE ACTION PROGRAM

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

- A. During the performance of a CITY contract, CONTRACTOR certifies and represents that CONTRACTOR and each Subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. CONTRACTOR shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive

consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, CONTRACTOR shall certify on an electronic or hard copy form to be supplied, that CONTRACTOR has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of CITY contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any CONTRACTOR to comply with the Affirmative Action Program provisions of CITY contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to CONTRACTOR.

- F. Upon a finding duly made that CONTRACTOR has breached the Affirmative Action Program provisions of a CITY contract, the CONTRACT may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said CONTRACTOR is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two (2) years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that CONTRACTOR has been guilty of willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a CITY contract, there may be deducted from the amount payable to CONTRACTOR by the CITY under the CONTRACT, a penalty of ten dollars (\$10.00) for each person for each Calendar Day on which such person was discriminated against in violation of the provisions of a CITY contract.
- H. Notwithstanding any other provisions of a CITY contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.

- J. Nothing contained in CITY contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. CONTRACTOR shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the CITY. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the CONTRACT. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve (12) months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, CONTRACTOR may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve (12) months. If the approval is thirty (30) days or less from expiration, CONTRACTOR must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the CONTRACT is awarded.
1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 2. CONTRACTOR may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan

prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

- L. The Office of Contract Compliance shall annually supply the awarding authorities of the CITY with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and CONTRACTOR.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to

- provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the CONTRACTOR'S or supplier's 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. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the CONTRACTOR at his or her discretion. Approved Affirmative Action Agreements become the property of the CITY and may be used at the discretion of the CITY in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.
- Q. All CONTRACTORS subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the CONTRACT with the CITY and shall impose the same obligations, including but

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

ARTICLE 37 – CHILD SUPPORT ASSIGNMENT ORDERS

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

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of CONTRACTOR to comply with any Wage and

Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this CONTRACT, subjecting this CONTRACT to termination if such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

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

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

ARTICLE 38 – LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR

WORKER RETENTION ORDINANCE (FOR NON-CONSTRUCTION SERVICES)

- A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this CONTRACT is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, which is attached hereto as Exhibit 7 and

incorporated herein by this reference, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:

1. The CONTRACTOR assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits of compensated and uncompensated days off and health benefits, as defined in the LWO.
2. The CONTRACTOR further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. CONTRACTOR shall receive and retain on file the executed pledges from each such Subcontractor within ninety (90) days of the execution of the Subcontract. CONTRACTOR'S evidence of executed pledges from each such Subcontractor shall fully discharge the obligation of the CONTRACTOR to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
3. The CONTRACTOR, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for

complaining to the CITY with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR shall post the Notice of Prohibition Against Retaliation provided by the CITY.

4. Any Subcontract entered into by the CONTRACTOR relating to this CONTRACT, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the LWO and the SCWRO.
 5. The CONTRACTOR shall comply with all rules, regulations and policies promulgated by the CITY'S Designated Administrative Agency, which may be amended from time to time.
- B. Under the provisions of Section 10.36.3(c) and Section 10.37.6(c) of the Los Angeles Administrative Code, the CITY shall have the authority, under appropriate circumstances, to terminate this CONTRACT and otherwise pursue legal remedies that may be available if the CITY determines that the subject CONTRACTOR has violated provisions of the LWO and the SCWRO or both.
- C. Where under the LWO Section 10.37.6(d), the CITY'S Designated Administrative Agency has determined (a) that the CONTRACTOR is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the CITY in such circumstances may impound monies

otherwise due the CONTRACTOR in accordance with the following procedures. Impoundment shall mean that from monies due the CONTRACTOR, the CITY may deduct the amount determined to be due and owing by the CONTRACTOR to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d) (3) and disposed of under procedures there described through final and binding arbitration. Whether the CONTRACTOR is to continue work following an impoundment shall remain in the sole discretion of the CITY. The CONTRACTOR may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

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

ARTICLE 39 – AMERICANS WITH DISABILITIES ACT

The CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act 42 U.S.C. Section 12101 et seq. and its implementing regulations. The 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. The 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 the CONTRACTOR, relating to this CONTRACT, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

ARTICLE 40 – CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this CONTRACT is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, as amended from time to time, which requires CONTRACTOR to update its responses to the responsibility questionnaire within thirty (30) Calendar Days after any change to the responses previously provided if such change would affect CONTRACTOR'S fitness and ability to continue performing this CONTRACT.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this CONTRACT, CONTRACTOR pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this CONTRACT, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. CONTRACTOR further agrees to: (1) notify the CITY within thirty (30) Calendar Days after receiving notification that any government agency has initiated an investigation which may result in a finding that CONTRACTOR is not in compliance with all applicable federal, state and local laws in performance of this CONTRACT; (2) notify the CITY within thirty (30) Calendar Days of all findings by a government agency or court of competent jurisdiction that CONTRACTOR has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its Subcontractor(s), as

defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the CITY; and (4) unless exempt, ensure that its Subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the CITY within thirty (30) Calendar Days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

ARTICLE 41 – MBE/WBE/OBE SUBCONTRACTOR OUTREACH PROGRAM

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

Prior to the issuance of a Notice to Proceed, the CONTRACTOR shall submit a Schedule B Subcontractor Utilization Profile (Exhibit 2) for each Task Order awarded.

CONTRACTOR shall only utilize subcontractors listed on Schedule A (Exhibit 1) submitted with proposal, unless and until the CONTRACTOR has performed an outreach to add or substitute subcontractors. Addition of subcontractors requires approval of the Bureau of Sanitation (for all non-construction services) or Bureau of Contract

Administration (for all construction services). Substitution of subcontractors requires approval of the Board of Public Works. CONTRACTOR agrees and obligates itself to submit a signed MBE/WBE/OBE Utilization Profile, provided herein as Exhibit 2, for each invoice as described in Article 10, listing current MBE/WBE/OBE amounts invoiced as part of the invoicing procedures.

ARTICLE 42 – EQUAL BENEFITS ORDINANCE

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

- A. During the performance of the CONTRACT, the CONTRACTOR certifies and represents that the CONTRACTOR will comply with the EBO.
- B. The failure of the CONTRACTOR to comply with the EBO will be deemed to be a material breach of this CONTRACT by the CITY.
- C. If the CONTRACTOR fails to comply with the EBO, the CITY may cancel, terminate or suspend this CONTRACT, in whole or in part, and all monies due or to become due under this CONTRACT may be retained by the CITY. The CITY may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

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

The 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) 847-2625."

ARTICLE 43 – SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this CONTRACT is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time, which is attached hereto as Exhibit 5 and incorporated herein by this reference. CONTRACTOR certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this CONTRACT.

ARTICLE 44 – CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

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

ARTICLE 45 – MUNICIPAL LOBBYING ORDINANCE

Any Contractor for the CITY shall submit a certification, on a form prescribed by the City Ethics Commission, that the CONTRACTOR acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, Exhibit 13, if the CONTRACTOR qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.

ARTICLE 46 - FIRST SOURCE HIRING ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this

CONTRACT is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

CONTRACTOR shall, prior to the execution of the CONTRACT, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that CONTRACTOR estimate they will need to fill in order to perform the services under the CONTRACT.

CONTRACTOR further pledges that it will, during the term of the CONTRACT, shall a) At least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the CONTRACTOR shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONTRACTOR interviewed and the reasons why referred individuals were not hired.

Any Subcontract entered into by the CONTRACTOR relating to this CONTRACT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

CONTRACTOR shall comply with all rules, regulations and policies promulgated by the DAA, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the DAA has determined that the CONTRACTOR intentionally violated or used hiring

practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the CONTRACTOR'S subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the CITY'S authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this CONTRACT and otherwise pursue legal remedies that may be available if the Designated Administrative Agency determines that the subject CONTRACTOR has violated provisions of the FSHO.

ARTICLE 47 - COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12) FOR MEASURE H/CONTRACTOR CONTRIBUTIONS/FUNDRAISING

The CONTRACTOR, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected CITY officials or candidates for elected CITY office if the contract is valued at \$100,000 or more and requires approval of a CITY elected official. Additionally, CONTRACTOR is required to provide and update certain information to the CITY as specified by law. Any contractor subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this CONTRACT:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are subcontractor on City of Los Angeles contract #_____. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected CITY officials or candidates for elected CITY office for twelve (12) months after the CITY contract is signed. Subcontractor is required to provide to CONTRACTOR names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the twelve (12) month time period. Subcontractor's information included must be provided to CONTRACTOR within five (5) business days. Failure to comply may result in termination of CONTRACT or any other available legal remedies includes fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.

CONTRACTOR, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the CITY to terminate this CONTRACT and pursue any and all legal remedies that may be available.

Missing Article 22 from Butch's template on "Contract Submittals" and Article 28 "Declarations"

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

CITY OF LOS ANGELES

By: _____

Title: Commissioner, Board of Public Works

Date: _____

By: _____

Title: Commissioner, Board of Public Works

Date: _____

APPROVED AS TO FORM

CARMEN A. TRUTANICH, City Attorney

By: _____

JOHN A. CARVALHO

Title: Assistant City Attorney

Date: _____

ATTEST:

JUNE LAGMAY, City Clerk

By: _____

Title: Deputy City Clerk

Date: _____

MIRON ELECTRIC

CONSTRUCTION CORP

By: Ronald Kaufman

Title: CEO

Date: _____

DEPARTMENT OF PUBLIC WORKS

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

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
June 29, 2011

JUN 29 2011


Executive Officer

CD: ALL

AUTHORITY TO DISTRIBUTE A REQUEST FOR QUALIFICATIONS (RFQ) AND
NEGOTIATE CONTRACT(S) FOR SPECIALIZED HIGH VOLTAGE SERVICES

RECOMMENDATIONS

Authorize the Director of the Bureau of Sanitation to:

1. Distribute and advertise the transmitted Request for Qualifications (RFQ) to provide Specialized High Voltage services to modify, modernize, and perform preventive and predictive maintenance of the high voltage electrical distribution infrastructure of the City of Los Angeles' Wastewater Treatment plants, Wastewater Reclamation Plants, and Sewage Pumping Plants.
2. Evaluate the proposals and establish a list of the most qualified proposer(s) based on established rating criteria.
3. Negotiate a contract(s) with the most qualified proposer(s).
4. Return to the Board of Public Works (Board) for authority to execute the contract(s).

TRANSMITTALS

1. Copy of the RFQ to provide SPECIALIZED HIGH VOLTAGE SERVICES
2. Copy of the list of prospective proposers to which the RFQ will be sent.

DISCUSSION

The Bureau of Sanitation (Bureau) operates four (4) treatment and water reclamation plants and forty-four (44) sewage pumping plants that serve over four (4) million people within two (2) service areas containing over 600 square miles. The electrical distribution system of these facilities consists of a vast array of high voltage electrical equipment that include switchgears, substations, transformers, switchboards, motor control centers, motors, panel boards, protective relays, etc. Electrical distribution systems are vital to all plant operations, without which the wastewater treatment process will come to a halt, resulting in sewage spills and permit violations.

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BUREAU OF CONTRACT ADMINISTRATION
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Modification and modernization of high voltage electrical equipment can only be done by entities who are Underwriters Laboratories (UL) listed for the purpose. The Bureau cannot modify or modernize high voltage electrical equipment due to the lack of certification and expertise. Bureau personnel do most of the preventive maintenance tasks like protective relay testing, transformer testing, infrared thermography, high potential testing and high voltage circuit breaker testing. Some predictive maintenance tasks like oil analysis are done by contractors. The Bureau continues to perform the preventive maintenance tasks on high voltage electrical equipment with bureau personnel; however, it is becoming increasingly difficult to keep the preventive maintenance program on schedule due to lack of personnel training and experience and a high vacancy rate, which is partly due to a high attrition rate to other departments in the City.

Establishing a specialized high voltage services contract will enable the Bureau to augment its internal workforce capabilities with external expertise to maintain its critical high voltage electrical infrastructure.

The city is establishing a list of the most qualified proposer(s) by releasing the RFQ. (Transmittal No. 1). The selected contractor(s) shall possess the qualifications and provide the services as outlined below: Specialized High Voltage services to modify, modernize, and perform preventive and predictive maintenance of the high voltage electrical distribution infrastructure of Wastewater Treatment plants, Wastewater Reclamation Plants, and Sewage Pumping Plants.

Proposed Term of Contract

The term of the resultant contract shall be for three (3) years from the date of contract execution by the Board with three (3) one (1) year renewal options.

Cost Estimate of Contract

The cost ceiling for the contract(s) shall not exceed a maximum of \$3,000,000.00 for the three (3) year term of the contract.

Request for Qualification (RFQ)

The Bureau intends to establish a personal services contract to modify, modernize, and perform preventive and predictive maintenance on the electrical distribution infrastructure. The services to be provided include, but are not limited, to the following:

- Repair, modification, alteration, modernization, reconfiguration, and testing of:
 - High voltage Metal Clad and Metal Enclosed switchgear
 - Gas Insulated high voltage switchgear
- Repair, modification, alteration, modernization, and testing of:
 - High voltage vacuum circuit breakers

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BUREAU OF CONTRACT ADMINISTRATION
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Page 3

- High voltage Gas Insulated circuit breakers
- High voltage air circuit breakers
- High voltage oil filled transformers and load tap changers
- High voltage dry type transformers
- High voltage generators
- High voltage capacitors and reactors
- High voltage Load interrupter and isolating switches
- High voltage surge arresters
- High voltage Variable Frequency Drives
- High voltage Motor controllers
- High voltage unit substations
- High voltage transfer switches
- Protective relays
- Medium and high voltage cables
- Grounding equipment and system
- Perform infrared thermography of electrical distribution system.
- Perform oil sampling and analysis for oil filled transformers.
- Perform power system studies: short circuit study, load flow study, relay coordination, arc flash study, power quality investigation and load measurement survey.

Rationale for Using an RFQ

The Bureau has obtained Charter Section 1022 approval for the specialized high voltage services contract and intends to utilize the RFQ process to establish a list of qualified contractors to provide the services on as needed basis only when the Bureau personnel are unable to perform the work. The bureau will ask each contractor on the list to submit bids for the project at hand and will select the contractor submitting the lowest bid price in accordance with contract requirements.

RFQ Advertisement

The RFQ will be mailed to firms listed in Transmittal No. 2. In addition The RFQ will be posted on the City's World Wide Web Site www.labavn.org in compliance with City Council Motion 95-1060-S2. Upon authorization from the Board, this RFQ will also be advertised in at least one local newspaper.

Selection Process and Evaluation Criteria

A proposal review committee consisting of City staff will evaluate all proposals. The main criteria to be used for the selection of the proposer(s) are outlined in the RFQ and are summarized as follows:

Each Proposer will be evaluated in part on the Statement of Qualifications (SOQ) content and responsiveness relative to the Scope of Work stated in this RFQ. SOQs that are incomplete or are missing required attachments may be deemed nonresponsive.

The rating panel will review the SOQs and interview the qualified proposers to rate the SOQs and presentations according to the following criteria:

SOQ EVALUATION CRITERIA TABLE		
	Description of Standard	Point Value
1	Technical Qualifications and Past Experience This includes the Proposers' background, experience, and familiarity with high voltage services for this type of project and tasks, and the qualifications of staff personnel.	40 points
2	Record of Past Performance This includes quality of work, timely completion of assigned tasks, safety, record keeping, and the response of references.	15 points
3	Approach to Work This includes project management and coordination methodologies.	5 points
4	Cost Control This includes cost control procedures, preliminary cost estimates, hourly rates, and personnel utilization.	40 points
	TOTAL POINT VALUE	100 POINTS

The City will select the Proposer(s) receiving a score of 60 or more and whose overall proposal and qualifications represent the best overall value to the City and then negotiate a contract(s). The Bureau will then return with a recommendation for the Board to review the contract and forward it to the Mayor and Council for approval.

Compliance With Board RFP Policy

As per Board policy, this RFQ was delivered to the Secretary of the Board prior to Board consideration thereof.

MBE/WBE/OBE Subcontractors Outreach Program

The MBE/WBE/OBE Subcontractors Outreach Program will be in compliance with the Mayor's Executive Directive No. 2001-26. The anticipated MBE and WBE participation levels are 4 and 2 percent respectively.

Other City Requirements

Proposers shall be required to comply with all of the City's requirements including:

- Nondiscrimination/Equal Employment Practices/ Affirmative Action Program
- Insurance Guidelines
- Child Support Obligation Ordinance
- Municipal Lobbying Ordinance
- Los Angeles Residence Ordinance
- City of Los Angeles Contract History
- Non-Collusion Affidavit
- Americans With Disabilities Act
- Service Contractor Worker Retention and Living Wage Ordinances
- Equal Benefits Ordinance
- Slavery Disclosure Ordinance
- Non-Collusion Affidavit
- Business Tax Registration Certificate (BTRC)
- First Source Hiring Ordinance
- Contract Bidder Campaign Contribution and Fundraising Restrictions
- Prevailing Wage

Attachments and forms pertaining to these requirements are included in the RFQ.

Article 14 L.A.A.C./Contractor Responsibility Ordinance

All Consultants participating in this program are subject to compliance with the requirement specified in the City of Los Angeles' Contractor Responsibility Ordinance #173677, (Article 14, Chapter 1, Division 10, L.A.A.C.). Failure to comply with all requirements specified in the Ordinance will render the proposer's contract subject to termination pursuant to the conditions expressed therein.

Article 13 L.A.A.C/Contractor Performance Evaluation

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City personnel responsible for the quality control of this Personal Services Contract shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration upon completion of the work specified in the terms of this contract.

Notification of Intent to Contract

The required Notification of Intent to Contract was filed on July 9, 2008 with the CAO Clearinghouse and re-filed on May 17, 2011..

Charter section 1022

The Charter Section 1022 Form was filed on October 18, 2010 with the CAO office for the proposed RFQ. The CAO concluded that it was more feasible to contract the project on a very limited basis to address specialized or intermittent needs (such as those requiring unique or proprietary expertise, licenses, equipment and facility needs) and not to supplant work that is within the normal duties of staff.

Contract Administration

The Bureau's Hyperion Treatment Division will be responsible for the administration of the contract.

Status of Financing

The financing for the contract shall be provided by the Operation and Maintenance budget of each Division in the Bureau using the contract. There will be no impact to the General Fund.

FUTURE ACTION

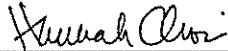
Upon Board authorization, the RFQ will be sent to each of the prospective proposers listed in Transmittal No. 2 and will be advertized as discussed above. A selection panel will evaluate the proposals received. After evaluation, semifinalists will be selected, interviewed and ranked. The Bureau of Sanitation will negotiate a personal services contract(s) with the highest rated firm(s) to provide the required services stated in the RFQ.

The Board will be requested in a subsequent report to authorize, award and execute a contract(s) to the top ranked proposer(s).

BUREAU OF SANITATION
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COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:



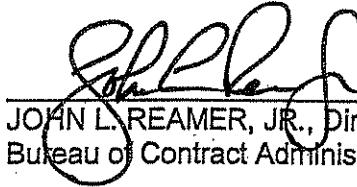
HANNAH CHOI, Program Manager II
Office of Contract Compliance
Bureau of Contract Administration

Prepared by:
Bahram Roshanian, HTD
(310) 648-5178

Respectfully submitted,



ENRIQUE C. ZALDIVAR, Director
Bureau of Sanitation



JOHN L. REAMER, JR., Director
Bureau of Contract Administration

CITY OF LOS ANGELES

CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

TRANSMITTAL 3

DEPARTMENT OF
PUBLIC WORKS

BUREAU OF SANITATION

ENRIQUE C. ZALDIVAR
DIRECTOR

TRACI J. MINAMIDE
CHIEF OPERATING OFFICER

VAROUJ S. ABKIAN
ADEL H. HAGEKHALIL
ALEXANDER E. HELOU
ASSISTANT DIRECTORS

1149 SOUTH BROADWAY, 9TH FLOOR
LOS ANGELES, CA 90015
TEL: (213) 485-2210
FAX: (213) 485-2979

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COMMISSIONER

December 12, 2011

OneSource Distributors
10349 Heritage Park Dr. #3
Santa Fe Springs, CA 90670
(562) 401-1271

Specialized High Voltage Services*Proposal Due Date: September 1, 2011*

Dear Proposer:

The Bureau of Sanitation, Centralized Contracts Unit, would like to provide you with feedback on your Good Faith Effort (GFE) documentation submitted for the above mentioned project. We hope that this information will assist you prepare Good Faith Effort documentation on future projects. Based on our review, your GFE documentation is deemed:

1. _____ RESPONSIVE: GFE documentation was submitted to our office by the required date and earned a passing score of _____ out of 100 points. Please see the information below to check which indicators (if any) did not earn points.
2. ☒ NON-RESPONSIVE for one of the following reasons:

_____ GFE documentation was not submitted to our office (points may have been awarded for Indicator 2).

☒ GFE documentation was submitted to our office by the required date but **earned a score below the 75 points required for passing**. The evaluation resulted in a GFE score of **74** out of **100** points. Please see the information attached to check which indicators did not earn points.

_____ GFE documentation was submitted after the deadline. However, in an attempt to be pro-active, our staff has evaluated the GFE documentation submitted by your firm. The evaluation resulted in a score of _____ out of 100 possible points; 75 points are required for passing. Please be aware that this GFE evaluation cannot deem your bid responsive on this project; it is only meant to provide you



with feedback for future projects on which you may bid. Please see the information attached to check which indicators (if any) did not earn points.

OneSource Distributors

Specialized High Voltage Services

Proposal Due Date: September 1, 2011

Points Awarded	Indicator	Comment
N/A	#1: Level of Anticipated MBE/WBE Participation, No points	
10	#2: Attend Pre-Bid Meeting, 10 points	
10	#3: Sufficient Work Identified for Subconsultants, 10 points	
9	#4: Advertisement, 9 points	
15	#5: Written Notice to Subconsultants, 15 points	
10	#6: Follow-up On Initial Solicitation, 10 points	
5	#7: Plans, Specification, and Requirements, 5 points	
10	#8: Contacted Recruitment/Placement Organizations, 10 points	
0	#9: Negotiate in Good Faith, 26 points	<ul style="list-style-type: none"> • No Follow up Letters of Intent. • No reason or unacceptable reason given for not picking subs. • Only (1) listed sub on Schedule A, but proposal includes (3) others that aren't listed anywhere else. • "Not Certified OBE" given as a reason for not selecting a sub. • No bid from JTC – your lone Schedule A Selection. • Did not supply supporting Documentation requested in Clarification Fax.
5	#10: Bonds, Lines of Credit, and Insurance Assistance, 5 points	
74	Total Points Awarded	

If you would like to discuss this evaluation, please call Robert Haskin at (310) 648-5666 **no later than 5:00pm on December 14, 2011**. Once again, this letter only reflects the outcome of the *Good Faith Effort* evaluation; it does not provide information related to the award of the project.

Sincerely,
 Robert Haskin, Management Analyst
 Bureau of Sanitation * Centralized Contracts Unit

Exhibit 1

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

COPY

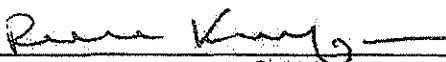
Schedule A

LIST OF POTENTIAL MBE/WBE/OBE SUBCONSULTANTS

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

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

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


Signed

Ronald Kaufman
Typed Name

President
Title

Sept 1, 2011
Date

MUST BE SUBMITTED WITH BID

7903

Schedule A

LIST OF POTENTIAL MBE/WBE/OBE SUBCONSULTANTS

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

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

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

Ronald Kaufman
Signed

Ronald Kaufman
Typed Name

President
Title

Sept 1, 2011
Date

MUST BE SUBMITTED WITH BID

Exhibit 2

MBE/WBE/OBE Outreach Requirements
Schedule B

**SCHEDULE B
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

Project Title	Contract No.
----------------------	---------------------

Consultant	Address
Contact Person	Phone/Fax

CONTRACT AMOUNT (INCLUDING AMENDMENTS)	THIS INVOICE AMOUNT	INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE)

MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS (LIST ALL SUBS)					
NAME OF SUBCONTRACTOR	MBE/WBE/ SBE/EBE/ DVBE/OBE	ORIGINAL SUBCONTRACT AMOUNT	THIS INVOICE (AMOUNT NOW DUE)	INVOICED TO DATE (INCLUDE THIS INVOICE)	SCHEDULED PARTICIPATION TO DATE

CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE			Signature of Person Completing this Form:	
	DOLLARS	PERCENT		
TOTAL MBE PARTICIPATION	\$	%	Printed Name of Person Completing this Form:	
TOTAL WBE PARTICIPATION	\$	%		
TOTAL SBE PARTICIPATION	\$	%	Title: _____ Date: _____	
TOTAL EBE PARTICIPATION	\$	%		
TOTAL DVBE PARTICIPATION	\$	%		
TOTAL OBE PARTICIPATION	\$	%		

Exhibit 3

INSURANCE REQUIREMENTS PACKAGE

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/22/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins. Center Lic #0B29370 949-263-0606 19000 MacArthur Blvd. Penthsse Fl. Irvine, CA 92612	CONTACT NAME: Edgewood Partners Ins. Center PHONE (A/C, No, Ext): 949 263-0606 FAX (A/C, No): 949 263-0906 E-MAIL ADDRESS:														
INSURED Miron Electric Construction Corp. 9238 Deering Ave. Chatsworth, CA 91311	<table border="1"> <thead> <tr> <th data-bbox="830 453 1425 480">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1425 453 1557 480">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="830 480 1425 512">INSURER A: SPARTA Insurance Company</td> <td data-bbox="1425 480 1557 512">20613</td> </tr> <tr> <td data-bbox="830 512 1425 544">INSURER B: American Alternative Ins Corp</td> <td data-bbox="1425 512 1557 544">19720</td> </tr> <tr> <td data-bbox="830 544 1425 576">INSURER C: Houston Casualty Company</td> <td data-bbox="1425 544 1557 576">42374</td> </tr> <tr> <td data-bbox="830 576 1425 608">INSURER D:</td> <td data-bbox="1425 576 1557 608"></td> </tr> <tr> <td data-bbox="830 608 1425 640">INSURER E:</td> <td data-bbox="1425 608 1557 640"></td> </tr> <tr> <td data-bbox="830 640 1425 661">INSURER F:</td> <td data-bbox="1425 640 1557 661"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: SPARTA Insurance Company	20613	INSURER B: American Alternative Ins Corp	19720	INSURER C: Houston Casualty Company	42374	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

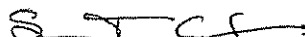
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X X	022CP0003900	10/01/2011	10/01/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X X	022CP0003900	10/01/2011	10/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		60A2UB000386300	10/01/2011	10/01/2012	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	X N/A	022WK00144	10/01/2011	10/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability		HCC11611424	11/10/2011	11/10/2012	\$1,000,000 Limit \$15,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Los Angeles Board of Public Works 200 N. Spring St., Room 355 Los Angeles, CA 90012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Exhibit 4

EQUAL BENEFITS ORDINANCE

EBO COMPLIANCE

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

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

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

SECTION 1. CONTACT INFORMATION

Project Name: Specialized High Voltage Service BAVN ID # 11900

Company Name: Miron Electric Construction Corp.

Company Address: 9238 Deering Ave.

City: Chatsworth State: CA Zip: 91311

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

Approximate Number of Employees in the United States: 4

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

SECTION 2. EBO REQUIREMENTS

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

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

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

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

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

EBO COMPLIANCE

SECTION 3. COMPLIANCE OPTIONS

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

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

SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

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

Miron Electric Construction Corp. will comply with the Equal Benefits Ordinance requirements

Company Name

as indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

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

Executed this <u>14</u> day of <u>February</u> , in the year 20 <u>12</u> , at <u>Los Angeles</u> , <u>CA</u>	
	(City) (State)
<u>Ronald Kaufman</u>	<u>9238 Deering Ave</u>
Signature	Mailing Address
<u>Ronald Kaufman</u>	<u>Chatsworth, CA 91311</u>
Name of Signatory (please print)	City, State, Zip Code
<u>President</u>	<u>95-1934909</u>
Title	ETN/TIN

Exhibit 5

SLAVERY DISCLOSURE ORDINANCE

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

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

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

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

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

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

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

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

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

Executed on 8-18-11 at Los Angeles, CA
(Date) (City) (State)
Signature: Ronald Kaufman Title: President

DEFINITIONS

Awarding Authority means a subordinate or component entity or person of the City, such as a City Department or Board of Commissioners, that has the authority to enter into a Contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Designated Administrative Agency (DAA) means the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

Exhibit 6

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

CITY OF LOS ANGELES AFFIRMATIVE ACTION PLAN

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

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

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

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

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

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

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

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

CITY OF LOS ANGELES AFFIRMATIVE ACTION PLAN

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

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

CITY OF LOS ANGELES AFFIRMATIVE ACTION PLAN

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

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

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

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

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

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

CITY OF LOS ANGELES AFFIRMATIVE ACTION PLAN

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

Equal Employment Opportunity Officer:

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

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

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

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

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

Miron Electric Construction Corp.
COMPANY NAME


AUTHORIZED SIGNATURE

9238 Deering Ave
ADDRESS

Ronald Kaufman
NAME AND TITLE (TYPE OR PRINT)

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

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

Notes:

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

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

CITY OF LOS ANGELES

NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES CONSTRUCTION & NON-CONSTRUCTION CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Miron Electric Construction Corp.

COMPANY NAME

9238 Deering Ave

ADDRESS

Chatsworth, Los Angeles, CA 91311

CITY, COUNTY, STATE, ZIP



AUTHORIZED SIGNATURE

Ronald Kaufman, President

NAME AND TITLE (TYPE OR PRINT)

818-772-9494 / rkaufman@mironelectric.com

TELEPHONE/E-MAIL

Exhibit 7

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

COPY

LW-6

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

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

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

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

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

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

TO BE FILLED OUT BY THE CONTRACTOR:

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

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



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

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

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

Ronald Kaufman

Print Name of Person Completing This Form

Ronald Kaufman

Signature of Person Completing This Form

President

Title

818-772-9494

Phone #

8-10-2011

Date

AWARDING DEPARTMENT USE ONLY:

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

LWO – SUBCONTRACTOR INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

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

SECTION I: CONTRACTOR INFORMATION

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

SECTION II: SUBCONTRACTOR INFORMATION

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

SECTION II: SUBCONTRACTOR INFORMATION (continued)								
PART A			PART B					
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO . Continue to fill in Part A for additional subs below.			CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					
			I 501 (c)(3) ¹	II One- Person Contractor ²	III CBA ³	IV Occupational License ⁴	V Small Business ⁵	VI Gov. entity ⁶
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO . Continue to fill in Part A for additional subs below.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO .			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SECTION III: SUBCONTRACTS SUBJECT TO THE LWO (AND MAY BE ELIGIBLE FOR EXEMPTIONS)								
1) If you checked off any boxes in Part B, your Subcontractor(s) is subject to the LWO, but may qualify for an LWO exemption. Review the exemptions below, and have your subcontractor fill out the form in the corresponding right-hand column. Continue to Section V, and submit this form and all supporting documentation to the Awarding Department for approval.								
2) If you did NOT check any boxes in Part B or your subs DO NOT qualify for an exemption, Continue to Section IV.								
EXEMPTION			SUPPORTING DOCUMENTATION REQUIRED					
One-person contractors, lessee, licensee 501(c)(3) non-profit organization			LW 13 – Departmental Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm					
Occupational license required			LW 10 – OCC Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm					
Collective bargaining agreement w/supersession language			LW 26 – Small Business Exemption Form (English & Spanish) http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm					
Small Business			LW 26 – Small Business Exemption Form (English & Spanish) http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm					
Governmental Entity			NONE REQUIRED.					
SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)								
Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office.								
1) Employee Information Form			LW 6 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm					
2) Subcontractor Information Form			LW 18 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm					
3) Subcontractor Declaration of Compliance Form (retain)			LW 5 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm					
SECTION V: SIGNATURE								
I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.								
<u>RONALD KAUFMAN</u> Print Name of Person Completing This Form			 Signature of Person Completing This Form					
<u>PLP</u> Title			<u>818-772-9494</u> Phone #		<u>4/5/12</u> Date			
AWARDING DEPARTMENT USE ONLY:								
Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____								

Exhibit 8

CONTRACTOR RESPONSIBILITY ORDINANCE PACKAGE

CITY OF LOS ANGELES

PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

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

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

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

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

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

Company Name, Address and Phone Number


Signature of Officer or Authorized Representative

4/5/12
Date

Ronald Kaufman, President

Print Name and Title of Officer or Authorized Representative

Sanitation

Awarding City Department

Contract Number

**CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE**

CRO QUESTIONNAIRE RECEIPT VERIFICATION FORM

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

1. Information Regarding Proposed Contract

Project Name/Description: RFQ - SPECIALIZED HIGH VOLTAGE SERVICES

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

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

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

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

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

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

FOR DAA USE ONLY – VERIFICATION REGARDING RECEIPT

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

The Questionnaires were processed by:

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

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

DAA Representative Signature  Date 4/4/12

CITY OF LOS ANGELES RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

Department of Public Works/Bureau of Sanitation	Bahram Roshanian	310-648-5178
City Department/Division Awarding Contract	City Contact Person	Phone
Request for Qualifications (RFQ)-Specialized High Voltage Services		
City Bid or Contract Number (if applicable) and Project Title		

BIDDER/CONTRACTOR INFORMATION

Miron Electric Construction Corp.

Bidder/Proposer Business Name

<u>9238 Deering Ave.</u>	<u>Chatsworth</u>	<u>CA</u>	<u>91311</u>
Street Address	City	State	Zip
<u>Ronald Kaufman, President</u>	<u>818-772-9494</u>	<u>818-772-9498</u>	
Contact Person, Title	Phone	Fax	

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- ☐ An initial submission of a completed Questionnaire.
- ☒ An update of a prior Questionnaire dated 3 / 4 / 09.
- ☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated / / was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Ronald Kaufman, President

Print Name, Title

Signature

4/02/2012
Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: 9

B. BUSINESS ORGANIZATION/STRUCTURE

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

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

List the corporation's current officers.

President: Ronald Kaufman

Vice President: _____

Secretary: Marlene Kaufman

Treasurer: Marlene Kaufman

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

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

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

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

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

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

☐ **Sole Proprietorship:** Date started: ____/____/____

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

☐ **Joint Venture:** Date formed: ____/____/____

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

C. OWNERSHIP AND NAME CHANGES

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☒ Yes ☐ No

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

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

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

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

☐ Yes ☒ No

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

6. Is your company in the process of, or in negotiations toward, being sold?

☐ Yes ☒ No

If Yes, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

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

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

☒ Yes ☐ No

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

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

☐ Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☐ Yes ☒ No

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

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

☐ Yes ☒ No

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

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

☐ Yes ☒ No

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

F. DISPUTES

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

(a) Payment to subcontractors?

☐ Yes ☒ No

(b) Work performance on a contract?

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

G. COMPLIANCE

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

SERVICE

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

☐ Yes ☒ No

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

H. BUSINESS INTEGRITY

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

CERTIFICATION UNDER PENALTY OF PERJURY

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

Ronald Kaufman, President
Print Name, Title


Signature

4/2/12
Date

ATTACHMENT A FOR SECTIONS A THROUGH C

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

Page 1 of 1

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

ATTACHMENT B FOR SECTIONS D THROUGH H

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

Page 1 of 2

Previous City Contracts during preceding 10 years:

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

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

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

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

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

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

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

ATTACHMENT B FOR SECTIONS D THROUGH H

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

Page 2 of 2

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

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

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

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

9.B Contracts with other agencies

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

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

Exhibit 9


BUSINESS TAX REGISTRATION CERTIFICATE

COPY

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE			
BUSINESS TAX			
ACCOUNT NO.	FUND	CLASS	DESCRIPTION
454494-99	L	188	CONTRACTR-LA BUS ADD
			ISSUED: 01-01-94 V
			STARTED: 05-01-57

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

ISSUED BY:  CITY CLERK

VERNON ELECTRIC CO.
2238 DEERING AV.
CHATSWORTH CA 91311

CONSTRUCTION CORP.

ISSUED BY: *Edna Martinez*
CITY CLERK

FORM 2000 NOTIFY THE CITY CLERK IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS—ROOM 101, CITY HALL, LOS ANGELES, CALIF. 90012
IMPORTANT - READ REVERSE SIDE

COPY



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number **166923** Entity **CORP**
Business Name **MIRON ELECTRIC CONSTRUCTION**
CORP
Classification **C10 A**
Expiration Date **03/31/2012**



Exhibit 10

LOS ANGELES RESIDENCE INFORMATION

COPY

Los Angeles Residence Information

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

Organization: Miron Electric Construction Corp.

I. Corporate or Main Office Address:

9238 Deering Ave.

Chatsworth, CA 91311

II Total Number of Employees in Organization: 5

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

3 and 60 %

Exhibit 11

NON COLLUSION AFFIDAVIT

Y900

Non-Collusion Affidavit

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

I, Ronald, depose and say that I am

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

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

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

(Corporate Seal)

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


(Signature)

Exhibit 12

CITY OF LOS ANGELES CONTRACT HISTORY

CITY OF LOS ANGELES CONTRACT HISTORY

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

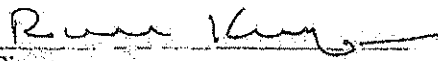
On Call Emergency Repairs and Construction Services at City's
Wastewater Treatment Plants and Other Wastewater facilities
Board of Public Works Construction Contract #C-114652
Total Cost: TBD
Start Date: 10/08/2008

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

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

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

Miron Electric Construction Corp.
Name of Organization


Signature

Ronald Kaufman
Print Name

President
Title

2/14/2012
Date

Miron Electric Construction Corp.

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

23rd & San Pedro IOC Scrubber Project C-510

Board of Public Works Construction Contract #C-104223

Total Cost: \$490,920

Authorized Budget: \$500,000

Award Date: 10/18/2005

Start Date: 10/21/2005

Date Completed: 11/29/2006

Date Accepted: 9/05/2008

Hyperion Plant Clarifier Flowmeters

Board of Public Works Construction Contract #C-108821

Total Cost: \$701,485

Authorized Budget: \$836,555

Award Date: 8/17/2005

NTP: 9/15/2005

Date Completed: 7/20/2006

Date Accepted: 7/2/2007

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

Board of Public Works Construction Contract #C-107959

Total Cost: \$366,737

Authorized Budget: \$544,000

Award Date: 2/18/2005

Start Date: 3/28/2005

Date Completed: 2/17/2006

Date Accepted: 11/01/2006

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

Board of Public Works Construction Contract #C-106468

Total Cost: \$2,067,454

Authorized Budget: \$2,253,900

Award Date: 2/25/2004

NTP: 4/8/2004

Date Completed: 10/14/2005

Date Accepted: 8/11/2006

DC Tillman Water Reclamation Plant – Nitrogen Removal Chemical Addition

CIP 6154 – WO SZD11151 (On Call Contract)

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

Total Cost: \$2,924,387

Authorized Budget: \$3,100,000

Award Date: 11/24/2003

Start Date: 12/15/2003

Date Completed: 5/16/2005

Date Accepted: 11/15/2006

Construction Services Contract (Cisco 3)

Board of Public Works Construction Contract #C-101215

Total Cost: \$9,521,840

Start Date: 3/29/01

Date Completed: 3/25/2004

Date Accepted: 3/2/2005

Venice Pumping Plant Automation (CIP 7128) WO SZC11148

Board of Public Works Construction Contract #C100537

Total Cost: \$3,532,912

Authorized Budget: \$3,763,000

Award Date: 10/27/2000

Start Date: 10/30/2000

Date Completed: 6/11/2004

Date Accepted: 4/11/2005

Exhibit 13

MUNICIPAL LOBBYING ORDINANCE PACKAGE



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

Bidder Certification CEC Form 50

Bid/Contract Number:
11900

Department:
Bureau of Sanitation

Name of Bidder:
Miron Electric Construction Corp.

Phone:
818-772-9494

Address:
9238 Deering Ave., Chatsworth, CA 91311


Email:
rkaufman@mironelectric.com

CERTIFICATION

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

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

Date: 4-02-2012

Signature: 

Name: Ronald Kaufman

Title: President

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

Exhibit 14

First Source Hiring Ordinance

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

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

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

SECTION I. CONTRACTOR INFORMATION

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

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

SECTION II. SUBCONTRACTOR INFORMATION

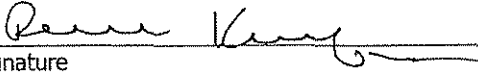
For every subcontractor counted in Section I, Question 4, please indicate the name and contact information for each.

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

SECTION III. SIGNATURE AND SUBMIT

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

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


 Signature

Ronald Kaufman
 Name (Please Print)

President

95-1934909

Title

Federal Tax/Employer Identification Number

SECTION IV. AWARDING DEPARTMENT INFORMATION

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

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

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

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

SECTION I. CONTRACTOR INFORMATION

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

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

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

SECTION II. ANTICIPATED EMPLOYMENT OPPORTUNITIES INFORMATION

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

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

SECTION III. SIGNATURE AND SUBMIT

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

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

Ronald Kaufman
 Signature
 President
 Title

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

SECTION IV. FILLED OUT BY AWARDING DEPARTMENT

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

Exhibit 15

Contract Bidder Campaign Contribution and Fundraising Restrictions



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

Bidder Contributions CEC Form 55

ALL BOXES MUST BE COMPLETED

Bid/Contract Number:
11900

Date Bid Submitted:
9-1-2011

Description of Contract:
Specialized High Voltage Services

Department:
Sanitation

BIDDER

Name: Miron Electric Construction Corp.

Address: 9238 Deering Ave, Chatsworth, CA 91311

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

PRINCIPALS

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

Name: Ronald Kaufman Title: President

Name: Title:

Name: Title:

Name: Title:

Name: Title:

☐ additional sheets are attached.

☐ Bidder is an individual with no principals.

SUBCONTRACTORS

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

Subcontractor: to be determined

Subcontractor:

Subcontractor:

Subcontractor:

☐ additional sheets are attached.

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



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

Bidder Contributions CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

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

Name: _____ Title: _____

Subcontractor: _____

Name: _____ Title: _____

Subcontractor: _____

Name: _____ Title: _____

Subcontractor: _____

Name: _____ Title: _____

Subcontractor: _____

Name: _____ Title: _____

Subcontractor: _____

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

Subcontractor: _____

Subcontractor: _____

Subcontractor: _____

☐ _____ additional sheets are attached.

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

CERTIFICATION

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

Date: 4-02-2012 Signature: Ronald Kaufman

Name: Ronald Kaufman

Title: President

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

Exhibit 16

LABOR COMPLIANCE REQUIREMENTS

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Charter Section 1022 Determination

TO: (Department/Bureau and Division) Bureau of Sanitation	Contact: Shari Kuroki	Phone: (310) 648-5186	Date: 11-08-10
Activity/Service to be Contracted: Servicing of Wastewater Treatment Plant High Voltage Switchgear and Equipment		Type of Contract: (Check one) <input checked="" type="checkbox"/> NEW <input type="checkbox"/> AMEND Contract Term: 3 years	
Personnel Department Finding: CITY EMPLOYEES <u>HAVE</u> THE EXPERTISE TO PERFORM THE WORK. (Attach Personnel Department Contract Review Report).			

A. FEASIBILITY FINDINGS

This Office finds that, in accordance with Charter Section 1022, the work proposed to be contracted can be performed more feasibly by a contractor than by City employees for the following reason(s):	
<input checked="" type="checkbox"/>	There is insufficient existing City staff to perform the work proposed to be contracted and additional staff cannot be employed and trained in a timely manner to meet the department's needs.
<input checked="" type="checkbox"/>	The work is of limited scope or intermittent nature and it is unlikely that the City would be able to continue the employment of persons hired for this project.
<input type="checkbox"/>	Independent review is needed and/or the contractor has proprietary knowledge the City needs.
<input type="checkbox"/>	Council has declared an emergency pursuant to Charter Section 371 (e) (5) or (6), and neither existing nor additional staff is available in a timely manner to perform the work.
<input checked="" type="checkbox"/>	Other – see Comments Section below.

B. ECONOMIC FINDINGS

<input type="checkbox"/>	This Office finds that, in accordance with Charter Section 1022, the work proposed to be contracted can be performed more economically by a contractor than by City employees as summarized below. (Attach Contract Cost Analysis Form (CAO/ERD-2) completed by requesting department).				
ESTIMATED COST OF CITY FORCES		TOTAL	PROPOSED CONTRACT COSTS		TOTAL
1	Cost of Civilian Positions		1	Proposed Contract Labor Costs	
2	Cost of Sworn Positions		2	Other Pertinent Contract Costs (if provided)	
3	Other Pertinent Costs (if applicable)		3	Civilian Department Contract Administration Costs	
			4	Sworn Department Contract Administration Costs	
TOTALS		\$0	TOTALS		\$0

C. CONTRACTING IS NOT WARRANTED

<input type="checkbox"/>	This Office finds that, in accordance with Charter Section 1022, City employees have the expertise to perform the work proposed to be contracted, and it is not more feasible or economical to contract.
--------------------------	--

D. COMMENTS

See attached.

0150-09461-0000 06110039	 Emilio Rodriguez Analyst	 David Hirano Chief	 Patricia J. Huber Assistant CAO
Work Assignment Number			

CAO COMMENTS

Servicing of Wastewater Treatment Plant High Voltage Switchgear and Equipment

The Bureau of Sanitation seeks a contract for specialized electric services for preventative maintenance and modifications on high voltage equipment and switchgear at wastewater treatment plants and other collection system infrastructure. Switchgear is the term for mechanisms that manage, control and protect high voltage treatment plant electrical systems and components. The Bureau employs Wastewater Treatment Electricians and Supervisors who perform a variety of work on on-site electrical systems. The Bureau has raised a need for contract support for certain tasks and functions that cannot be performed by City staff, including modifications to high voltage switchgear, fabrication and installation of specialized components such as bus bars (conduits that carry heavy currents to supply several electric circuits, usually located within switchgear equipment) and system modifications requiring technical support.

The Personnel Department has determined that City employees have the expertise to perform the work. Our Office has determined that it is more feasible to contract the project although on a very limited basis to address specialized or intermittent needs (such as those requiring unique or proprietary expertise, licenses, equipment and facility needs) and not to supplant work that is within the normal duties of staff.

The Bureau currently has 11 vacancies of 39 authorities in the Wastewater Treatment Electrician class (28% vacancy). Four of the vacancies have received managed hiring approval to be filled with General Fund transfer opportunities. The other vacancies have not been considered for managed hiring or are unfunded. Additional vacancies may be considered for managed hiring approval as priority needs arise.

CAO Work Assignment Sheet

Subject CHARTER 1022: ELECTRIC SERVICES MAINTENANCE			Work Assignment/File Record 0150-09461-0000	
Dept. of Primary Interest SANITATION	Council District 0	Council File No.	Request Date 10-18-2010	
Referral Source SANITATION	Type R	Date/Time Printed 10-21-2010 11:03:32AM	Received Date 10-20-2010	
Supervisor Hirano, David H.	Group 6	Primary Analyst Rodriguez, Emilio	Assigned Date 10-21-2010	By: Stubblefield, Yolanda L.
Description CHARTER 1022 DETERMINATION - SANITATION SEEKS A CONTRACTOR TO PROVIDE SPECIALIZED, ELECTRIC SERVICES FOR PREVENTATIVE CORRECTIVE OR PREDICTIVE MAINTENANCE ON HIGH VOLTAGE EQUIPMENT AND SWITCHGEAR ON SITE.			Scheduled Due 11-04-2010	
			Revised Due Date	By:
			Release Date NOV - 8 2010	By:
			Index Date	By:
Disposition/File Summary			File Location/Folder/Item 0 0	
			Additional Cross References/Notes	
			C:\DATA\WBC	
Council Action				


To	DHH	RH	RH Lane				
From	en	DHH	RH				
Date	11/4/10	11-5-10	11/5/10				

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

2010 OCT 20 PM 2:59
CITY ADMINISTRATIVE OFFICES

DATE: October 18, 2010

TO: Emilio Rodriguez, Sr. Administrative Analyst II
City Administrative Officer

FROM: Shari Kuroki, Sr. Management Analyst II (Acting) 
Bureau of Sanitation – Centralized Contracts Unit

SUBJECT: **REQUEST FOR 1022 DETERMINATION – PROVIDING SPECIALIZED,
ELECTRIC SERVICES FOR PREVENTATIVE CORRECTIVE OR
PREDICTIVE MAINTENANCE ON HIGH VOLTAGE EQUIPMENT AND
SWITCHGEAR ON SITE**

In accordance with the provisions of Charter Section 1022, the Bureau of Sanitation (BOS) requests your review and determination of a new three (3)-year contract for providing specialized, electric services for preventative corrective or predictive maintenance: process improvement, system modifications requiring technical support, troubleshooting and repairs on high voltage equipment and switchgear on site.

In order to perform the work, the contractor must be listed by the independent product safety certification organization "Underwriters Laboratories Inc." ("UL listed") and the contractor's staff needs to have expertise and at least five (5) years experience in troubleshooting and repair of high voltage equipment and switchgear.

The BOS is the only appointing authority in the City that currently has employees in the civil service classifications of "Wastewater Treatment Electricians" and "Wastewater Treatment Electrician Supervisors," which are the only classifications that would have the expertise to do the work. However, that staff is not sufficient to perform the work, because of existing work assignments. During the current budget situation with its complex and time consuming procedures to hire new staff, it would not be possible to hire new staff immediately in order to meet the existing time constraints for this urgent project. A further obstacle would be finding sufficient qualified applicants with at least five (5) years of experience in troubleshooting and repair of high voltage equipment and switchgear.

Therefore, the BOS believes that neither using its existing staff nor hiring new staff would be feasible to facilitate this urgent project.

Should you have any questions or require additional information, please contact me at (310) 648-5186.

Attachments: Request for 1022 Determination by the CAO
Department Contact Documentation Form
Personnel Department 1022 Contract Review Report

0150-09461-0000

**REQUEST FOR 1022 DETERMINATION
BY THE CITY ADMINISTRATIVE OFFICER (CAO)**

Date Transmitted: March 4, 2010

WA# _____ For CAO use only

Instructions: In accordance with Charter Section 1022, the CAO is required to make the determination that contracting work is more feasible or economic than having City staff perform the work.

Department Information

Department Name/ Division: Hyperion / 7007

Departmental contact (other than Department Contract Coordinator): Richard Klapproth

Contact phone number: (310) 648-5374

Authorized Signature:  Date: March 4, 2010

Contract Information

Type of Contract: ☒ New or ☐ Amendment

Provide the original contract number for amendments _____

Contract Term: 4 years Date Notice of Intent to Contract Submitted to CAO: 7/9/2008

Activity/Service to be contracted (please be specific): To perform repairs and make modifications to high voltage switchgear.

Must be a UL listed shop

Check below the justification for the Charter Section 1022 Determination (Feasibility or Economic).

☐ **Feasibility Justification**

If requesting a feasibility finding, indicate the basis for the request by marking one or more of the valid criteria listed below. Also attach justification for the request and the "Personnel Department Contract Review Report". If applicable, attach the "Charter Section 1022 Determination Department Documentation Form".

<input checked="" type="checkbox"/>	There is insufficient existing City staff to perform the work proposed to be contracted and additional staff cannot be employed and trained in a timely manner to meet the department's needs.
<input checked="" type="checkbox"/>	The work is of limited scope or intermittent nature and it is unlikely that the City would be able to continue the employment of persons hired for this project.
<input type="checkbox"/>	Independent review is needed and/or the contractor has proprietary knowledge of the City needs.
<input type="checkbox"/>	Council has declared an emergency pursuant to Charter Section 371 (e) (5) or (6), and neither existing nor additional staff is available in a timely manner to perform the work.
<input checked="" type="checkbox"/>	Other: Must be a UL listed shop to perform modifications to the switchgear.

☐ **Economic Justification**

If requesting an economic determination (i.e. costs less to contract out), attach a completed "Contract Cost Analysis Form", the "Personnel Department Contract Review Report", the "Charter Section 1022 Determination Department Documentation Form" and any other pertinent information that justifies the request.

CHARTER SECTION 1022 DETERMINATION DEPARTMENT CONTACT DOCUMENTATION FORM

As part of the Charter Section 1022 Determination process, the Personnel Department will determine if City employees have the expertise to perform the work proposed to be contracted. If it is determined that City employees can perform the work, the Personnel Department will provide the requesting department with a list of job classes and departments that have those classes. (The requesting department may work with the CAO budget analyst to narrow the list to departments that are most likely to have the staff to perform the work.) The following information must be completed for each department listed by the Personnel Department.

Department:	Bureau of Sanitation	
Contact Info	Shari Kuroki	(310) 648-5186
Results/ Comments:	Bureau of Sanitation does not have staff to provide the services requested	

Department:		
Contact Info		
Results/ Comments:		

Department:		
Contact Info		
Results/ Comments:		

Department:		
Contact Info		
Results/ Comments:		

PERSONNEL DEPARTMENT CONTRACT REVIEW REPORT

1. Requesting Department: Department of Public Works Bureau of Sanitation

2. Contacts

Department: Shari Kuroki Phone No. 310-648-5186 Fax No. 310-648-5612

CAO: Emilio Rodriguez Phone No. 213-473-7548 Fax No. 213-473-7517

3. Work to be performed:

The Bureau of Sanitation is seeking a contractor to provide specialized electrical services for preventative, corrective or predictive maintenance; process improvement; system modifications requiring technical support, and troubleshooting and repairs on high voltage equipment and switchgear on site. The services will include:

- Provide labor, materials, supervision, and technical expertise to work on and do modifications to high voltage (above 600 volts) switchgear;
- Prepare all the required drawings, take field measurements, and provide schematics for all work to be performed;
- Purchase and install all new equipment i.e. relays, circuit breakers, indicator lamps, battery chargers and batteries;
- Fabricate bus bars, new electrical cabinet doors or hardware; and
- Conduct performance or functional testing after installation or repair to prove that the system is working properly.

4. Is this a contract renewal? Yes ☐ No ☒

5. Proposed length of contract: 3 years Proposed Start Date: September 2008

6. Proposed cost of contract (if known): \$Unknown

7. Name of proposed contractor: Unknown

8. Unique or special qualifications required to perform the work:

Technical expertise and at least five years experience in troubleshooting and repair of high voltage equipment and switchgear.

9. Are there City employees that can perform the work being proposed for contracting?

Yes ☒ No ☐

If yes,

- a. Which class(es) and Department(s): Wastewater Treatment Electrician (Sanitation)
Continuous; Wastewater Treatment Electrician Supervisor (Sanitation) No list
- b. Is there sufficient Department staff available to perform the work? Yes ☐ No ☒
- c. Is there a current eligible list for the class(es)? Yes ☐ No ☐ Expiration Date See above
- d. Estimated time to fill position(s) through CSC process? _____
- e. Can the requesting department continue to employ staff hired for the project after project completion? Yes ☐ No ☒
- f. Are there City employees currently performing the work? Yes ☒ No ☐

10. Findings

- ☐ City employees DO NOT have the expertise to perform the work
☒ City employees DO have the expertise to perform the work

Check if applicable (explanation attached) and send to CAO for further analysis

- ☒ Project of limited duration would have to layoff staff at end of project
☒ Time constraints require immediate staffing of project
☒ Work assignment exceeds staffing availability

SUMMARY: The work can be performed by the classes of Wastewater Treatment Electrician and Wastewater Treatment Electrician Supervisor. However, based on the current budget situation and the extension of Managed Hiring, it may be more cost-effective to utilize a contractor.

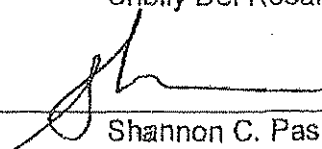
Submitted by:


Dominique Camaj

Reviewed by:

Shelly Del Rosario

Approved by:


Shannon C. Pascual

Date:

9/8/08

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

DATE: September 10, 2008

TO: Shanon C. Pascual, Chief Personnel Analyst
Personnel Department

FROM: Richard Klapproth, Wastewater Treatment Electrical Supervisor
Bureau of Sanitation - Hyperion Treatment Plant

SUBJECT: HIGH VOLTAGE SWITCHGEAR - SPECIALIZED ELECTRICAL SERVICES
CONTRACT REVIEW (1022)

The Bureau of Sanitation is seeking for a high voltage switchgear contract to:

1. Provide labor, materials, supervision, and technical expertise to work on and do modifications and repairs to high voltage (above 600 volts) switchgears that a WWT Electrician does not have the expertise or the equipment to perform. Example; we had 13,800 volt bus bars that was damaged and needed to be replace, we do not have the equipment to bend or coat the bus bars.
2. Prepare all the required drawings, take field measurements, and provide schematics for all the work to be performed.
3. Purchase and install all new equipment, i.e. relays, circuit breakers, indicator lamps, battery chargers, batteries, etc.
4. Fabricate bus bars, new electrical cabinet doors or hardware; and
5. Conduct performance or functional testing after installation or repair to prove that the system is working properly.

An UNDERWRITERS LABORATORY (UL) certified shop is required to perform and complete this type of work. Wastewater Treatment Electricians, by code cannot perform this type of work since we are not, and cannot become UL certified. As W.W.T. Electricians we only perform Preventative Maintenance (PM) and minor repair type of work on high voltage equipment. We are not allowed to do modifications on high voltage electrical equipment.

Hyperion feels this contract is needed since over the past few years Hyperion has spent over \$100,000.00 on emergency repairs and several weeks of critical equipment being down instead of days due to lack of a contract being in place. Also Hyperion has a \$100 K project on hold requiring this type of work and also planned future projects, which will require use of this contract. Deferring implementation of these process sensitive projects can result to violation of our NPDES permits, sewage spills or equipment catastrophic failures.

Should you have any questions or require additional information, please contact me at (310) 648-5442.



Qiang Yu <qiang.yu@lacity.org>

Re: FSHO forms

BCA EEOE <bca.eeoe@lacity.org>

Tue, Apr 10, 2012 at 2:41 PM

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

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

Hello Mike,

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

~Lydee

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

To whom it may concern,

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

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

Thank you,

Mike

Required Insurance and Minimum Limits

Name: Miron Electric Construction CorporationDate: 7/1/2013Agreement/Reference: Specialized High Voltage Services

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

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

WC StatutoryEL 2,000,000☒ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

☒ General Liability 5,000,000

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

☒ Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work) 1,000,000

☐ Professional Liability (Errors and Omissions)

Discovery Period _____

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

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

☐ Pollution Liability

☐

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

Value of the contract _____

☐ Crime Insurance

Other: Provided to Elyse Matson, CAO

All contractors/subcontractors performing design work must provide at a minimum \$1 million of professional liability insurance coverage with at least a 12 month discovery period.