



INVITATION FOR BIDS (IFB)
FOR
TOWER DEMOLITION AND REMOVAL SERVICES FOR
THE LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM (LA-RICS) AUTHORITY

SITE: TOWER PEAK (TWR)

IFB NO. LA-RICS 019

October 26, 2023

LA-RICS AUTHORITY TOWER DEMOLITION AND REMOVAL SERVICES

SITE: TOWER PEAK (TWR)

IFB NO. LA-RICS 019

<u>PARAGRAPH</u>	<u>PAGE</u>
1. GENERAL INFORMATION.....	1
1.1 Purpose	1
1.2 Overview of Solicitation Document	1
1.3 Terms and Definitions	2
1.4 Contract Term	2
1.5 Contract Rates	2
1.6 Days of Operation	2
1.7 Indemnification and Insurance	2
2. LA-RICS AUTHORITY'S MINIMUM QUALIFICATIONS	3
3. LA-RICS AUTHORITY'S RIGHTS AND RESPONSIBILITIES.....	3
3.1 LA-RICS Authority's Right to Amend Invitation for Bids (IFB)	3
3.2 Final Contract Award by the LA-RICS Joint Power Authority (JPA) Board of Directors (Board)	4
3.3 LA-RICS Authority's Option to Reject Bids	4
3.4 Background and Security Investigations	4
4. NOTIFICATION TO BIDDERS	5
4.1 Notice to Bidders Regarding the Public Records Act	5
4.2 Contact with LA-RICS Authority Personnel.....	5
4.3 Mandatory Requirement to Register on County's WebVen.....	6
4.4 Protest Process	6
4.5 Conflict of Interest.....	7
4.6 Determination of Bidder Responsibility	7
4.7 Gratuities	9

4.8	Notice to Bidders Regarding the County Lobbyist Ordinance	10
4.9	Jury Service Program	10
4.10	Notification to County of Pending Acquisitions/Mergers by Bidding Company	11
4.11	Defaulted Property Tax Reduction Program	11
4.12	Bidder's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking	12
4.13	Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT).....	12
4.14	Bidder's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices	13
4.15	Contractor Alert Reporting Database	13
4.16	Prohibition from Participation in Future Solicitation(s)	14
5.	INVITATION FOR BIDS (IFB) REQUIREMENTS	14
5.1	LA-RICS Authority Responsibility	14
5.2	Truth and Accuracy of Representations.....	14
5.3	IFB Timetable	14
5.4	Bidders' Questions.....	15
5.5	Bidders' Mandatory Conference.....	15
5.6	Bidder's Mandatory Site Walk.....	16
5.7	Preparation of the Bid	166
5.8	Bid Format and Review Process.....	17
5.9	Bid Submission.....	20
6.	SELECTION PROCESS OVERVIEW	21
6.1	Review Process	21
6.2	Adherence to Minimum Requirements.....	21
7.	PROTEST PROCESS OVERVIEW	22
7.1	Solicitation Requirements Review	22
7.2	Disqualification Review	22
7.3	Proposed Contractor Selection Review	23
7.4	County Independent Review	24

APPENDICES

APPENDIX A: Sample Contract: Identifies the terms and conditions in the contract.

Exhibits to Appendix A:

Exhibit 1 – Scope of Work

- ✓ Attachment A – Site Plan
- ✓ Attachment B – Applicable Mitigation Measures, LA-RICS LMR Site TWR, Master LMR Migration List

Exhibit 2 – Schedule of Prices

Exhibit 3 – LA-RICS Authority's Administration

Exhibit 4 – Contractor's Administration

Exhibit 5 – Grant Funding Requirements

Exhibit 6 – Safely Surrendered Baby Law

APPENDIX B: Required Forms (Forms 1-7): Forms that must be completed and included in Bid.

Exhibit 1 – Bidder's Organization Questionnaire/Affidavit

Exhibit 2 – Bidder's Certification of Compliance

Exhibit 3 – Bidder's Debarment History and List of Terminated Contracts

Exhibit 4 – Bidder's Pending Litigation and Judgements

Exhibit 5 – Bidder's Minimum Qualifications

Exhibit 6 – Bidder's List of References

Exhibit 7 – Declaration

APPENDIX C: Transmittal Form to Request a Solicitation Requirements Review: Transmittal sent to the LA-RICS Authority requesting a Solicitation Requirements Review.

1. GENERAL INFORMATION

1.1 Purpose

The Los Angeles Regional Interoperable Communications System (LA-RICS) Authority (Authority) invites bids from qualified firms to provide tower demolition and removal services for the LA-RICS Authority's Land Mobile Radio (LMR) site, Tower Peak (TWR), located at 10007U Banning House Road, Avalon, CA 90704.

The TWR site is located on Santa Catalina Island. The LA-RICS Authority recently constructed a new telecommunications tower at this site, which necessitated the need to demolish and remove the existing telecommunications tower. The LA-RICS Authority expects the tower demolition and removal work to be completed within twenty-one (21) calendar days from the date of issuance of a Notice to Proceed (NTP) to the resultant Contractor.

Additionally, the resultant Contractor will be expected to work closely with the LA-RICS Authority and the Catalina Island Conservancy to ensure all requisite permits are obtained to perform the work. Lastly, all tower demolition and removal work must be completed before March 1, 2024 as ground disturbance activities are not allowed during fox pupping season, which is from March 1st to June 30th.

1.2 Overview of Solicitation Document

This Invitation for Bids (IFB):

- 1.2.1 Specifies the Bidder's minimum requirements, provides information regarding some of the requirements of the Contract and explains the solicitation process.
- 1.2.2 Contains instructions to Bidders on how to prepare and submit their Bid.
- 1.2.3 Explains how the Bids will be reviewed and selected.
- 1.2.4 The following Appendices are included in the IFB:
 - ✓ **Appendix A – Sample Contract (Including Exhibits and Attachments):** Lists the terms and conditions in the Contract.
 - ✓ **Appendix B – Required Forms:** Forms contained in this section must be completed and included in the Bid.

- ✓ **Appendix C – Transmittal Form to Request a Solicitation Requirements Review:** Transmittal sent to LA-RICS Authority requesting a Solicitation Requirements Review.

1.3 Terms and Definitions

Throughout this IFB, references are made to certain persons, groups, or departments/agencies. For convenience, a description of specific definitions can be found in Appendix A (Sample Contract), Paragraph 2 (Definitions).

1.4 Contract Term

1.4.1 The Contract term will be for a period of two (2) months from the Effective Date, of which the work must be completed and accepted as completed by the LA-RICS Authority within the Contract term, unless otherwise extended by the LA-RICS Authority in its sole discretion. The Contract will commence following the LA-RICS Joint Powers Authority (JPA) Board of Directors' (Board) approval of a potential award and execution of the Contract by both parties.

1.4.2 The LA-RICS Authority may authorize unforeseen additional services and extend the contract expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial scope of work and are necessary for the completion of a given project.

1.5 Contract Rates

The Contractor's rates will remain firm and fixed for the term of the Contract.

1.6 Days of Operation

Hours of services shall be primarily available during normal business hours, which is 7 a.m. to 4 p.m. Monday through Friday, except County observed holidays, unless otherwise agreed upon between Contractor and the LA-RICS Authority. Please refer to Exhibit 1 (Scope of Work) contained within Appendix A (Sample Contract) for more information on hours and days of service.

No overtime work shall be performed without prior written approval from the LA-RICS Authority.

1.7 Indemnification and Insurance

Contractor will be required to comply with the indemnification provisions contained in Appendix A (Sample Contract), Paragraph 28

(Indemnification). The Contractor must procure, maintain, and provide to the LA-RICS Authority proof of insurance coverage for all the programs of insurance along with associated amounts and for the identified parties as specified in Appendix A (Sample Contract), Paragraphs 29 (General Provisions for all Insurance Coverage) and 30 (Insurance Coverage).

2. BIDDER'S MINIMUM QUALIFICATIONS

Interested and qualified Bidders that can demonstrate their ability to successfully provide the required services outlined in Exhibit 1 (SOW and Attachments) of Appendix A (Sample Contract), of this IFB are invited to submit bids, provided they meet the following requirements.

- 2.1** Bidder must have five (5) years of experience, within the last ten (10) years, providing tower demolition services equivalent or similar to the Services identified in Exhibit 1 (SOW and Attachments) of Appendix A (Sample Contract). This requirement must be held by the Contractor and Subcontractor(s), if any.
- 2.2** Bidder and any Subcontractors must have a valid C-21 (Building Moving/Demolition) license, issued by the Contractors' State License Board, for the type of work proposed to be performed by the Bidder and any Subcontractors under the Contract. Required license(s) is required at the time of the bid submission in order to be considered a responsive bid.
- 2.3** Bidder and any subcontractors must hold a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Required registration is required at the time of bid submission in order to be considered a responsive bid.
- 2.4** If Bidder's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Bidder must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County, and by extension the LA-RICS Authority.

3. LA-RICS AUTHORITY'S RIGHTS AND RESPONSIBILITIES

3.1 LA-RICS Authority's Right to Amend Invitation for Bids (IFB)

The LA-RICS Authority has the right to amend the IFB by written addendum. The LA-RICS Authority is responsible only for that which is expressly stated

in the solicitation document and any authorized written addenda thereto. Such addendum will be made available to each person or organization which LA-RICS Authority records indicate has received this IFB. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Bid not being considered, as determined in the sole discretion of the LA-RICS Authority. The LA-RICS Authority is not responsible for and will not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

3.2 Final Contract Award by the LA-RICS Joint Power Authority (JPA) Board of Directors (Board)

If the LA-RICS Authority determines to award a contract, it shall be awarded to the responsive and responsible Bidder with the lowest bid price.

Bidders may withdraw their bids 121 calendar days after bids are publicly opened and declared by submitting written notice addressed to the LA-RICS Authority.

Notwithstanding a recommendation of LA- RICS Authority staff, the LA-RICS Authority Board retains the right to exercise its judgment concerning the selection of a bid and the terms of any resultant contract, and to determine which bid best serves the interests of the LA-RICS Authority. The LA-RICS Authority Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

3.3 LA-RICS Authority Option to Reject Bids

The LA-RICS Authority may, at its sole discretion, reject, waive errors, discrepancies, and inconsequential disparities in any or all Bids submitted in response to this solicitation. The LA-RICS Authority will not be liable for any costs incurred by a Bidder in connection with the preparation and submission of any Bid. The LA-RICS Authority reserves the right to waive inconsequential disparities in a submitted Bid.

3.4 Background and Security Investigations

Background and security investigations of Contractor's staff may be required at the discretion of the LA-RICS Authority as a condition of beginning and continuing work under any resulting contract. The cost of background checks is the responsibility of the Bidder.

4. NOTIFICATION TO BIDDERS

4.1 Notice to Bidders Regarding the Public Records Act

- 4.1.1 Responses to this solicitation will become the exclusive property of the LA-RICS Authority. Absent extraordinary circumstances, the recommended Bidder's bid will become a matter of public record when (1) contract negotiations are complete; (2) LA-RICS Authority receives a letter from the recommended Bidder's authorized officer that the negotiated contract is the firm offer of the recommended Bidder; and (3) LA-RICS Authority releases a copy of the recommended Bidder's bid in response to a Notice of Intent to Request a Proposed Contractor Selection under Board Policy No. 5.055 (Services Contract Solicitation Protest).

Notwithstanding the above, absent extraordinary circumstances, all bids will become a matter of public record when the LA-RICS Authority's Bidder recommendation appears on the LA-RICS JPA Board's agenda.

Exceptions to disclosure are those parts or portions of all bids that are justifiably defined as business or trade secrets, and plainly marked by the Bidder as "Trade Secret," "Confidential," or "Proprietary."

- 4.1.2 The LA-RICS Authority will not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the bid as confidential will not be deemed sufficient notice of exception. The Bidders must specifically label only those provisions of their respective bid which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

4.2 Contact with LA-RICS Authority Personnel

As of the issue date of this IFB and continuing until the final date for submittal of bids, all Bidders are specifically directed not to hold meetings, conferences, or technical discussions regarding the IFB with LA-RICS Authority employees. During the submittal period, questions regarding this IFB or any matter relating thereto must be directed to the person indicated as follows via writing or email:

Melissa Saradpon
melissa.saradpon@la-rics.org

If it is discovered that Bidder contacted and received information from any LA-RICS Authority personnel, other than the person specified above, regarding this solicitation, LA-RICS Authority, in its sole determination, may disqualify their bid from further consideration.

4.3 Mandatory Requirement to Register on County's WebVen

Prior to contract award, all potential Contractors must register in the County's WebVen. The WebVen contains the Bidder's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at <http://camisvr.co.la.ca.us/webven/>.

4.4 Protest Process

4.4.1 The LA-RICS Authority will use the substance of the procedures set forth in Los Angeles County Board Policy 5.055 (Services Contract Solicitation Protest) and the implementation guidelines and procedures from time to time issued thereunder (collectively, the "Guidelines"), except as modified by the express terms of this Section 4.4 (Protest Process). As used in the Guidelines, the term "department" shall be deemed to refer to the LA-RICS Authority, except when referring to the department or the departmental representative performing the Solicitation Requirements Review, the Disqualification Review, and the Proposed Contractor Selection Review and preparing the written determination with respect thereto, in which case, "department" and "departmental representative" refers to the County representative designated to perform the review and prepare the written determination, which could be a County representative on loan to the LA-RICS Authority or otherwise working at the County. Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Bidder may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 4.4.3 below. Additionally, any actual Bidder may request a review of a disqualification or of a proposed contract award under such solicitation as described respectively in the Section below. It is the responsibility of the Bidder challenging the decision of the LA-RICS Authority, committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

4.4.2 Throughout the review process, the LA-RICS Authority has no obligation to delay or otherwise postpone an award of contract based on a Bidder protest. In all cases, the LA-RICS Authority reserves the right to make an award when it is determined to be in the best interest of the LA-RICS Authority to do so.

4.4.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any LA-RICS Authority determination or action should be limited to the following:

- 4.4.3.1 Review of Solicitation Requirements (Reference Paragraph 7.1)
- 4.4.3.2 Review of a Disqualified Bid (Reference Paragraph 7.2)
- 4.4.3.3 Review of LA-RICS Authority's Proposed Contractor Selection (Reference Paragraph 7.3)

4.5 Conflict of Interest

No LA-RICS Authority or County employee whose position in the LA-RICS Authority enables him/her to influence the selection of a Contractor for this IFB, or any competing IFB, nor any spouse of economic dependent of such employees, will be employed in any capacity by a Bidder or have any other direct or indirect financial interest in the selection of a Contractor. Bidder must certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Exhibit 2 (Bidder's Certification of Compliance) of Appendix B (Required Forms).

4.6 Determination of Bidder Responsibility and Debarment

- 4.6.1 A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the LA-RICS Authority's policy to conduct business only with responsible Bidders.
- 4.6.2 In addition to any requirements regarding Bidder's responsibility arising under applicable federal, state and local laws, the Bidder shall be subject to the provisions of Chapter 2.202 of the Los Angeles County Code entitled "Determination of Contractor Non-Responsibility and Contractor Debarment." The LA-RICS Authority reserves the right in its sole discretion to investigate all available information, including, but not limited to, information provided by Bidder in its Bid, to determine if a Bidder is a responsible Bidder. In the event the LA-RICS Authority determines, in its sole discretion, to seek to find a Bidder non-responsible or to have a Bidder debarred from having contracts with the LA-RICS Authority, the LA-RICS Authority will follow a process that is in substance as set forth in Chapter 2.202 of the Los Angeles County Code, except as modified by the express terms of this IFB. As used in Chapter 2.202 of the County Code, (a) the "department head" shall be deemed to refer to

the Executive Director of the LA-RICS Authority, (b) "board of supervisors," shall be deemed to refer to the LA-RICS Authority's JPA Board of Directors, and (c) "contractor hearing board," shall be deemed to refer to one or more designees designated by the Executive Director.

- 4.6.3 The LA-RICS Authority may declare a Bidder to be non-responsible for purposes of this Contract if the LA-RICS Authority Board, in its discretion, finds that the Bidder has done any of the following: (1) violated a term of a contract with the LA-RICS Authority, County, a nonprofit corporation created by the County, or other public entity; (2) committed an act or omission which negatively reflects on the Bidder's quality, fitness or capacity to perform a contract with the LA-RICS Authority, County, a nonprofit corporation created by the County, or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the LA-RICS Authority, County or any other public entity.
- 4.6.4 If there is evidence that the apparent highest ranked Bidder may not be responsible, the LA-RICS Authority will notify the Bidder in writing of the evidence relating to the Bidder's responsibility, and its intention to recommend to the Board that the Bidder be found not responsible. The LA-RICS Authority will provide the Bidder and/or the Bidder's representative with an opportunity to present evidence as to why the Bidder should be found to be responsible and to rebut evidence which is the basis for the LA-RICS Authority's recommendation.
- 4.6.5 If the Bidder presents evidence in rebuttal to the LA-RICS Authority, the LA-RICS Authority will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Bidder will reside with the Board of the LA-RICS Authority.
- 4.6.6 The Bidder is hereby notified that, in accordance with Chapter 2.202 of the County Code, the LA-RICS Authority may debar the Bidder from bidding or proposing on, or being awarded, and/or performing work on other LA-RICS Authority contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the LA-RICS Authority may terminate any or all of the Bidder's existing contracts with the LA-RICS Authority, if the Board finds, in its discretion, that the Bidder has done any of the following: (1) violated a term of a contract with the LA-RICS Authority; (2) committed an act or omission which negatively reflects on the

Bidder's quality, fitness or capacity to perform a contract with the LA-RICS Authority, any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the LA-RICS Authority or any other public entity.

4.6.7 A listing of contractors that are currently on the Debarment List for Los Angeles County may be obtained on the following website: <https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>.

4.6.8 These terms will also apply to proposed subcontractors of Bidders on LA-RICS Authority contracts.

4.7 Gratuities

4.7.1 Attempt to Secure Favorable Treatment

It is improper for any County or LA-RICS Authority officer, employee or agent to solicit consideration, in any form, from a Bidder with the implication, suggestion or statement that the Bidder's provision of the consideration may secure more favorable treatment for the Bidder in the award of a Contract or that the Bidder's failure to provide such consideration may negatively affect the LA-RICS Authority's consideration of the Bidder's submission. A Bidder must not offer or give either directly or through an intermediary, consideration, in any form, to a County or LA-RICS Authority officer, employee or agent for the purpose of securing favorable treatment with respect to the award of a Contract.

4.7.2 Bidder Notification to LA-RICS Authority

A Bidder must immediately report any attempt by a County or LA-RICS Authority officer, employee or agent to solicit such improper consideration. The report must be made either to the County or LA-RICS Authority manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861 or visit the County Auditor-Controller's website at www.lacountyfraud.org. Failure to report such a solicitation may result in the Bidder's submission being eliminated from consideration.

4.7.3 Form of Improper Consideration

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

4.8 Notice to Bidders Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in [County Code Chapter 2.160](#). In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Bidder to review the ordinance independently as the text of said ordinance is not contained within this IFB. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by [Los Angeles County Code Section 2.160.010](#), retained by the Bidder is in full compliance with [Chapter 2.160 of the Los Angeles County Code](#) and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists. Failure on the part of Contractor or any County or LA-RICS Authority lobbyist or County or LA-RICS Authority lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Contract upon which LA-RICS Authority may immediately terminate or suspend this Contract.

4.9 Jury Service Program

4.9.1 The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") ([Los Angeles County Code, Chapter 2.203](#)). Prospective Contractors should carefully review the Jury Service Ordinance and Paragraph 14 (Compliance with the County's Jury Service Program) of Appendix A (Sample Contract), both of which are incorporated by reference into and made a part of this IFB. The Jury Service Program applies to both Contractors and their Subcontractors. Bids that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

4.9.2 Contractor must certify compliance with County's Contractor Employee Jury Service Ordinance in Exhibit 2 (Bidder's Certification of Compliance) contained in Appendix B (Required Forms). If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in Exhibit 2 (Bidder's Certification of Compliance) of Appendix B (Required Forms), and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the Authority

will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The LA-RICS Authority's decision will be final.

4.10 Notification to County of Pending Acquisitions/Mergers by Bidding Company

The Bidder must notify the LA-RICS Authority of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Bidder is restricted from legally notifying the LA-RICS Authority of pending acquisitions/mergers, then it should notify the LA-RICS Authority of the actual acquisitions/mergers as soon as the law allows and provide to the LA-RICS Authority the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information must be provided by the Bidder in Exhibit 1 (Bidder's Organization Questionnaire/Affidavit) contained in Appendix B (Required Forms). Failure of the Bidder to provide this information may eliminate its bid from any further consideration. Bidder will have a continuing obligation to notify the LA-RICS Authority and update any changes to its response in Exhibit 1 (Bidder's Organization Questionnaire/Affidavit) during the solicitation.

4.11 Defaulted Property Tax Reduction Program

- 4.11.1 The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") ([Los Angeles County Code, Chapter 2.206](#)). Prospective Contractors should reference the pertinent provisions in Paragraphs 56 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 57 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Tax Program) of Appendix A (Sample Contract), both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.
- 4.11.2 Bidders will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Exhibit 2 (Bidder's Certification of Compliance) in Appendix B (Required Forms). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor ([Los Angeles County Code, Chapter 2.202](#)).

- 4.11.3 Bids that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

4.12 Bidder's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking

- 4.12.1 On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking. The policy prohibits contractors engaged in human trafficking from receiving contract awards or performing services under a County or LA-RICS Authority contract.
- 4.12.2 Contractors are required to complete Exhibit 2 (Bidders' Certification of Compliance) in Appendix B (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 59 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Sample Contract). Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

4.13 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)

- 4.13.1 The LA-RICS Authority, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under a contract with the LA-RICS Authority will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 4.13.2 Upon contract award or at the request of the A-C and/or the LA-RICS Authority, the Contractor must submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 4.13.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

- 4.13.4 Upon contract award or at any time during the duration of the contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the LA-RICS Authority, will decide whether to approve exemption requests.

4.14 Bidder's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices

- 4.14.1 On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County, and by extension the LA-RICS Authority, to comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#).
- 4.14.2 Contractors are required to complete Exhibit 2 (Bidder's Certification of Compliance) in Appendix B (Required Forms), certifying that they, and their subcontractors are in full compliance with [Section 12952](#), as indicated in the Sample Contract. Further, contractors are required to comply with the requirements under [Section 12952](#) for the term of any contract awarded pursuant to this solicitation.

4.15 Contractor Alert Reporting Database

- 4.15.1 The County maintains the Contractor Alert Reporting Database (CARD), which is used to track/monitor poorly performing contractors. When a County department identifies a significant performance/non-compliance issue(s) with a contractor, the department will provide notice to the contractor and will give the contractor an opportunity to correct the issue(s). If the contractor does not take any appropriate steps to correct the issue(s), the County department will enter the contractor, along with any other relevant information pertaining to the contractor's performance issue(s), into CARD.
- 4.15.2 The information entered into CARD can be accessed by all County departments and the LA-RICS Authority, and will be used, along with any other relevant information not included in CARD, in determining bidder responsibility. If a department reviews this information and determines that a finding of non-responsibility should be pursued, the department will adhere to the guidelines specified in the [Los Angeles County Code Chapter 2.202](#), and the County's [Implementation Procedures for Determinations of Contractor Non-Responsibility and Contractor Debarment](#).

4.16 Prohibition from Participation in Future Solicitation(s)

A Bidder, Proposer, or a Contractor or its subsidiary or Subcontractor ("Bidder/Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Proposer/Contractor has provided advice or consultation for the solicitation. A Bidder/Proposer/Contractor is also prohibited from submitting a bid or proposal in a LA-RICS Authority solicitation if the Bidder/Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the LA-RICS Authority. A violation of this provision will result in the disqualification of the Bidder/Contractor/Proposer from participation in the LA-RICS Authority solicitation or the termination or cancellation of any resultant LA-RICS Authority contract.

5. INVITATION FOR BIDS (IFB) REQUIREMENTS

This Section contains key project dates and activities as well as instructions to Bidders in how to prepare and submit their Bid.

5.1 LA-RICS Authority Responsibility

The LA-RICS Authority is not responsible for representations made by any of its officers or employees prior to the execution of the Contract unless such understanding or representation is included in the Contract.

5.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a Bid will be sufficient cause for rejection of the Bid. The evaluation and determination in this area will be in the Executive Director's sole judgment and his/her judgment will be final.

5.3 IFB Timetable

The timetable for this IFB is detailed below, but events are subject to change in the LA-RICS Authority's sole discretion.

EVENT	DATE	TIME (Pacific Time)
Release of IFB	10/26/23	--
Request for a Solicitation Requirements Review Due	11/08/23	5:00 PM
Mandatory Site Walk Reservation Request Due	11/08/23	3:00 PM
Bidders Mandatory Conference (Please refer to Section 5.5)	11/15/23	9:00 AM

EVENT	DATE	TIME (Pacific Time)
Bidders Mandatory Site Walk (Please refer to Section 5.6)	11/16/23	6:00 AM
Written Questions Due By	11/20/23	5:00 PM
Questions and Answers Released via Addendum	11/30/23	--
Bid Submission Due Date	12/11/23	5:00 PM

5.4 Bidders' Questions

Bidders may submit written questions regarding this IFB by e-mail to:

Melissa Saradpon
melissa.saradpon@la-rics.org

All questions must be received by the date and time specified in Section 5.3 (IFB Timetable). All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the IFB. Questions received less than ten (10) calendar days prior to the date for opening of bids may not be answered. Only questions answered by formal written notice will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.5 Bidders' Mandatory Conference

A Bidders Mandatory Conference will be held to discuss the IFB. LA-RICS Authority staff will respond to questions from potential Bidders. The mandatory conference is scheduled on the date and time set forth in Section 5.3 (IFB Timetable) at the following location:

LA-RICS Project
2525 Corporate Place, Suite 200
Monterey Park, CA 91754
Large Conference Room

Additionally, Bidders who are unable to attend the conference in-person can join via teleconference via Microsoft Teams.

Link to access IFB Conference: [Click here to join the Microsoft Teams Meeting.](#)

Attendance is mandatory and a sign-in sheet will be provided for Bidders participating the conference in-person and via teleconference.

The LA-RICS Authority reserves the right to reschedule the IFB Conference to a different meeting platform, location, day, and/or time. If the IFB Conference is rescheduled, the LA-RICS Authority will issue an addendum to this IFB indicating the revised meeting platform, location, day, and/or time.

5.6 Bidders Mandatory Site Walk

A mandatory site walk will be held at the TWR site, which is located on Santa Catalina Island and will require a ferry trip to and from the island. **Any and all ferry, parking, etc. costs required to participate in the Mandatory Site Walk are the sole responsibility of the Bidder.** Once on Santa Catalina Island, the LA-RICS Authority will coordinate transportation services to and from the TWR site.

Attendance is mandatory and a sign-in sheet will be provided for Bidders participating in the mandatory site walk. Due to the location of the TWR tower on the Santa Catalina Island and limited transportation to the tower, the LA-RICS Authority can allow only up to one (1) representative from each firm to participate in the site walk.

Bidders are to meet at the date and time set forth in Section 5.3 (IFB Timetable) at the following location to catch the ferry to Santa Catalina Island:

Long Beach Port
320 Golden Shore
Long Beach, CA 90802

Bidder's planning on attending the mandatory site walk should be prepared to spend most of the day on Santa Catalina Island.

In order for Bidders to gain access to the mandatory site walk, Bidders are required to contact the LA-RICS Authority and request a reservation to participate in the site walk by no later than the date and time identified in Section 5.3 (IFB Timetable) of this IFB.

5.7 Preparation of the Bid

All Bids must be bound and submitted in the prescribed format. Any Bid that deviates from this format may be rejected without review at the LA-RICS Authority's sole discretion.

5.8 Bid Format and Review Process

The content and sequence of the Bid must be as follows:

5.8.1 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the Bid. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

5.8.2 Schedule of Prices (Section A)

Complete and submit Exhibit 7 (Schedule of Prices) as provided in Appendix B (Required Forms).

Bids will be examined to determine the lowest price and the bid with the lowest price from the responsive and responsible Bidder will be recommended to the LA-RICS JPA Board of Directors for award.

5.8.3 Bidder's Qualifications (Section B)

Demonstrate that the Bidder's organization has the experience to perform the required services. The following sections must be included:

5.8.3.1 Bidder's Background and Experience (Section B.1)

The Bidder must complete, sign and date the Bidder's Exhibit 1 (Bidder's Organization Questionnaire/Affidavit) as set forth in Appendix B (Required Forms). **The person signing the form must be authorized to sign on behalf of the Bidder and to bind the applicant in a Contract.**

Bidder must also complete and submit Exhibit 5 (Bidder's Minimum Qualifications) of Appendix B (Required Forms) in response to this Section 5.8.3.1. Bidder shall also provide a summary of relevant background information to demonstrate that the Bidder meets the minimum requirements set forth in Section 2 (Bidder's Minimum Qualifications) of this IFB and has the capability to perform the required services as a corporation or other entity.

Taking into account the structure of the Bidder's organization, Bidder must determine which of the below referenced supporting documents the LA-RICS Authority requires. If the Bidder's organization does not fit into one of these categories, upon receipt of the Bid or at some later time, the LA-RICS Authority may, in its discretion, request additional documentation regarding

the Bidder's business organization and authority of individuals to sign Contracts.

If the below referenced documents are not available at the time of Bid submission, Bidders must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

Required Support Documents:

Corporations or Limited Liability Company (LLC):

The Bidder must submit the following documentation with the Bid:

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- 2) A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

Limited Partnership:

The Bidder must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

The review will include verification of references submitted, a review of the Contractor Alert Reporting Database (CARD), if applicable, reflecting past performance history on County contracts, and a review of terminated contracts.

5.8.3.2 Bidder's References (Section B.2)

Bidder must provide three (3) references where the same or similar scope of services was provided, and must include all public entities contracts for the last three (3) years. Bidder's completed form Exhibit 6 (Bidder's List of References), in Appendix B (Required Forms) must be provided in Section B.2 of the bid.

It is the Bidder's sole responsibility to ensure that information provided for each reference is accurate.

LA-RICS Authority may disqualify a Bidder if:

- 1) References fail to substantiate Bidder's description of the services provided; or
- 2) References fail to support that Bidder has a continuing pattern of providing capable, productive and skilled personnel, or
- 3) LA-RICS Authority is unable to reach the point of contact with reasonable effort. It is the Bidder's responsibility to inform the point of contact of normal working hours.

5.8.3.3 Bidder's Pending Litigation and Judgments (Section B.3)

The LA-RICS Authority will conduct a review of bidder's pending litigation and judgements. Bidder must identify by name, case and court jurisdiction any pending litigation in which Bidder is involved, or judgments against Bidder in the past five (5) years on Exhibit 4 (Bidder's Pending Litigation and Judgments), in Appendix B (Required Forms). Additionally, Bidder must provide a statement describing the size and scope of any pending or threatening litigation against the Bidder or principals of the Bidder.

A review to determine the magnitude of any pending litigation or judgments against the Bidder will be conducted by the LA-RICS Authority.

5.8.4 Required Forms (Section C)

Below is a listing of all the required forms. Please include the following forms as provided in Appendix B (Required Forms) in response to this Section 5.8.4, if such form is not otherwise required to be submitted in response to a previous section. Complete, sign and date all forms as required.

Exhibit 1 Bidder's Organization Questionnaire/Affidavit

Exhibit 2 Bidder's Certification of Compliance

- Exhibit 3 Bidder's Debarment History and List of Terminated Contracts
- Exhibit 4 Bidder's Pending Litigation and Judgments
- Exhibit 5 Bidder's Minimum Qualifications
- Exhibit 6 Bidder's List of References
- Exhibit 7 Schedule of Prices
- Exhibit 8 Declaration

5.8.5 Proof of Insurability (Section D)

Bidder must provide proof of insurability that meets all insurance requirements set forth in the Appendix A (Sample Contract), Paragraphs 29 (General Provisions for all Insurance Coverage) and 30 (Insurance Coverage). If a Bidder does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Bidder be awarded a Contract may be submitted with the Bid.

5.8.6 Proof of Licenses (Section E)

Bidder must furnish a copy of all applicable licenses set forth in Section 2 (Bidder's Minimum Qualifications).

5.9 Bid Submission

- 5.9.1 The original Bid and two (2) numbered copies must be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Bidder and reference the solicitation as follows:

**"BID FOR TWR TOWER DEMOLITION AND REMOVAL
SERVICES"**

The Bid and any related information must be delivered or mailed to:

Los Angeles Regional Interoperable Communications System
(LA-RICS) Authority
2525 Corporate Place, Suite 100
Monterey Park, CA 91754
Attention: Melissa Saradpon

- 5.9.2 Bidders must also include a redacted Bid in searchable Adobe PDF format, with all confidential, proprietary and trade secret information redacted, as part of its bid submission. With respect to this requirement, Bidder must submit one (1) electronic copy in searchable Adobe PDF format, with confidential, proprietary and trade secret information redacted. Bidders must specifically redact only those parts of the Bid that are actually trade secrets, confidential, or proprietary in nature. Blanket or categorical redactions and/or statements of confidentiality, or the marking of each page of the proposal as "Trade Secret," "Confidential," or "Proprietary," are not acceptable, and will be rejected in the sole discretion of the LA-RICS Authority.
- 5.9.3 It is the sole responsibility of the submitting Bidder to ensure that its Bid is received before the submission deadline. Submitting Bidders will bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any Bids received after the scheduled closing date and time for receipt of Bids, as listed in Section 5.3 (IFB Timetable), will not be accepted and returned to the sender unopened. Timely hand delivered Bids are acceptable. No facsimile (fax) or electronic mail (e mail) copies will be accepted.
- 5.9.4 All Bids will be firm offers and may not be withdrawn for a period of ninety (90) days following the last day to submit bids.
- 5.9.5 Until the bid submission deadline, errors in bids may be corrected by a request in writing to withdraw the bid and by submission of another set of bids with the mistakes corrected. Corrections will not be accepted once the deadline for submission of bids has passed.

6. SELECTION PROCESS OVERVIEW

6.1 Review Process

The lowest price bid will be reviewed to determine whether it is responsive and responsible.

6.2 Adherence to Minimum Requirements

LA-RICS Authority will review the Bidder's Exhibit 1 (Bidder's Organization Questionnaire/Affidavit) and Exhibit 5 (Bidder's Minimum Qualifications) of Appendix B (Required Forms) and determine if the Bidder meets the minimum requirements as outlined in Section 2 (Bidder's Minimum Qualifications) of this IFB.

Failure of the Bidder to comply with the minimum requirements may eliminate its bid from any further consideration. The LA-RICS Authority may elect to waive any informality in a bid if the sum and substance of the bid is present.

7. PROTEST PROCESS OVERVIEW

7.1 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix C (Transmittal Form to Request a Solicitation Requirements Review) to the LA-RICS Authority conducting the solicitation. A request for a Solicitation Requirements Review may be denied, in the LA-RICS Authority's sole discretion, if the request does not satisfy all the following criteria:

- 7.1.1 The request is made within the time frame identified in the solicitation document (generally within ten (10) business days of the issuance of the solicitation document);
- 7.1.2 The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a bid;
- 7.1.3 The request Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- 7.1.4 The request asserts either that:
 - 7.1.4.1 application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - 7.1.4.2 due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Vendor.

The Solicitation Requirements Review will be completed and the LA-RICS Authority's determination will be provided to the requesting person or entity, in writing, within a reasonable time prior to the bid due date.

7.2 Disqualification Review

A bid may be disqualified from consideration because the LA-RICS Authority determined it was a non-responsive bid at any time during the review/evaluation process. If the LA-RICS Authority determines that a Bid

was disqualified due to non-responsiveness, the LA-RICS Authority will notify the Bidder in writing.

Upon receipt of the written determination of non-responsiveness, the Bidder may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in the LA-RICS Authority's sole discretion, be denied if the request does not satisfy all of the following criteria:

- 7.2.1 The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
- 7.2.2 The request for a Disqualification Review asserts that the LA-RICS Authority's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review must be completed and the determination will be provided to the requesting Bidder, in writing, prior to the conclusion of the evaluation process.

7.3 Proposed Contractor Selection Review

Any Bidder that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in this Paragraph may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as will be specified by the department.

A request for a Proposed Contractor Selection Review may, in the LA-RICS Authority's sole discretion, be denied if the request does not satisfy all of the following criteria:

- 7.3.1 The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the department);
- 7.3.2 The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - 7.3.2.1 The LA-RICS Authority materially failed to follow procedures specified in its solicitation document. This includes:

- 1) Failure to correctly apply the standards for reviewing the bid format requirements.
- 2) Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the bids as specified in the solicitation document.
- 3) Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.

7.3.2.2 The LA-RICS Authority made identifiable mathematical or other errors in evaluating bids, resulting in the Bidder receiving an incorrect score and not being selected as the recommended contractor.

7.3.2.3 Another basis for review as provided by state or federal law; and

7.3.3 The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the LA-RICS Authority's alleged failure, the Bidder would have been the lowest cost, responsive and responsible bid or the highest-scored bid, as the case may be.

Upon completing the Proposed Contractor Selection Review, the LA-RICS Authority representative will issue a written decision to the Bidder within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the LA-RICS JPA Board. The written decision will additionally instruct the Bidder of the manner and timeframe for requesting a County Independent Review, see Paragraph 7.4 below.

7.4 County Independent Review

Any Bidder that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and timeframe specified by the LA-RICS Authority in the LA-RICS Authority's written decision regarding the Proposed Contractor Selection Review.

The request for a County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

- 7.4.1 The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
- 7.4.2 The person or entity requesting the County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review as listed in Paragraph 7.3 (Proposed Contractor Selection Review) above.

Upon completion of the County Independent Review, ISD will forward the report to the LA-RICS Authority, which will provide a copy to the Bidder.

APPENDIX A

SAMPLE CONTRACT



CONTRACT NO. LARICS-XXX

BY AND BETWEEN

**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM (LA-RICS)**

AND

(CONTRACTOR)

FOR

**TOWER DEMOLITION AND REMOVAL SERVICES
AT TOWER PEAK (TWR)**

SAMPLE CONTRACT PROVISIONS
TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>TITLE</u>	<u>PAGE</u>
RECITALS		1
1.	APPLICABLE DOCUMENTS.....	1
2.	DEFINITIONS.....	2
3.	WORK	4
4.	TERM OF CONTRACT	5
5.	CONTRACT SUM	5
6.	ADMINISTRATION OF CONTRACT – LA-RICS AUTHORITY	8
7.	ADMINISTRATION OF CONTRACT – CONTRACTOR	9
8.	AMENDMENTS	10
9.	ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS	11
10.	AUTHORIZATION WARRANTY	12
11.	BUDGET REDUCTIONS.....	12
12.	COMPLIANCE WITH APPLICABLE LAWS	12
13.	COMPLIANCE WITH CIVIL RIGHTS LAWS	13
14.	COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM	13
15.	CONFLICT OF INTEREST	15
16.	COMPLIANCE WITH FEDERAL GRANT FUNDING REQUIREMENTS.....	15
17.	CONTRACTOR RESPONSIBILITY AND DEBARMENT	16
18.	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	18
19.	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	18
20.	COUNTY'S QUALITY ASSURANCE PLAN	19
21.	DAMAGE TO LA-RICS AUTHORITY FACILITIES, BUILDINGS OR GROUNDS	19
22.	EMPLOYMENT ELIGIBILITY VERIFICATION	20
23.	COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS	20
24.	FAIR LABOR STANDARDS.....	20
25.	FORCE MAJEURE.....	21

26.	GOVERNING LAW, JURISDICTION, AND VENUE	21
27.	INDEPENDENT CONTRACTOR STATUS	21
28.	INDEMNIFICATION	22
29.	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE.....	22
30.	INSURANCE COVERAGE.....	27
31.	LIQUIDATED DAMAGES	27
32.	MOST FAVORED PUBLIC ENTITY	28
33.	NONDISCRIMINATION AND AFFIRMATIVE ACTION	29
34.	NON EXCLUSIVITY	30
35.	NOTICE OF DELAYS.....	30
36.	NOTICE OF DISPUTES.....	30
37.	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	31
38.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW.....	31
39.	NOTICES.....	31
40.	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	31
41.	PUBLIC RECORDS ACT	31
42.	PUBLICITY	32
43.	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	32
44.	RECYCLED BOND PAPER	34
45.	SUBCONTRACTING	34
46.	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	35
47.	TERMINATION FOR CONVENIENCE.....	35
48.	TERMINATION FOR DEFAULT	36
49.	TERMINATION FOR IMPROPER CONSIDERATION	37
50.	TERMINATION FOR INSOLVENCY.....	37
51.	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	38
52.	TERMINATION FOR NON-APPROPRIATION OF FUNDS	38
53.	VALIDITY	38
54.	WAIVER	39

55.	WARRANTY AGAINST CONTINENT FEES	39
56.	WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	39
57.	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM..	39
58.	TIME OFF FOR VOTING.....	40
59.	COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING	40
60.	COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES ..	40
61.	COMPLIANCE WITH THE COUNTY POLICY OF EQUITY	40
62.	PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S).....	41
63.	INJURY AND ILLNESS PREVENTION PROGRAM.....	41
64.	OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT	41
65.	SURVIVAL	42
	SIGNATURES.....	44

SAMPLE CONTRACT EXHIBITS

EXHIBIT 1 SCOPE OF WORK

Attachment A: Site Plan
Attachment B: Applicable Mitigation Measures, LA-RICS LMR Site TWR,
Master LMR Migration List

EXHIBIT 2 SCHEDULE OF PRICES

EXHIBIT 3 LA-RICS AUTHORITY'S ADMINISTRATION

EXHIBIT 4 CONTRACTOR'S ADMINISTRATION

EXHIBIT 5 GRANT FUNDING REQUIREMENTS

EXHIBIT 6 SAFELY SURRENDERED BABY LAW

**SAMPLE CONTRACT BETWEEN
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS
SYSTEM (LA-RICS) AUTHORITY (AUTHORITY)
AND

FOR
TOWER DEMOLITION AND REMOVAL SERVICES AT TOWER PEAK
(TWR)**

This Contract and Exhibits made and entered into this ____ day of _____, 20__ by and between the Los Angeles Regional Interoperable Communications System (LA-RICS) Authority (Authority), hereinafter referred to as LA-RICS Authority and _____, hereinafter referred to as Contractor.

RECITALS

WHEREAS, the LA-RICS Authority may contract with private businesses for Tower Demolition and Removal Services at the LA-RICS Authority Land Mobile Radio Site named Tower Peak (TWR) when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Tower Demolition and Removal Services; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1. APPLICABLE DOCUMENTS

Exhibits 1-6 are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Exhibit 1	Scope of Work and Attachments Attachment A – Site Plan Attachment B – Applicable Mitigation Measures, LA-RICS LMR Site TWR, Master LMR Migration List
-----------	---

Exhibit 2	Schedule of Prices
Exhibit 3	LA-RICS Authority's Administration
Exhibit 4	Contractor's Administration
Exhibit 5	Grant Funding Requirements
Exhibit 6	Safely Surrendered Baby Law

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8 (Amendments) of this Contract and signed by both parties.

2. DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 "LA-RICS Authority" means the Los Angeles Regional Interoperable Communications System Authority, which is a California Joint Powers Authority established under California Government Code Section 6500, et. seq. consisting of representatives from cities, municipalities, the County of Los Angeles and other public agencies in the Los Angeles region.
- 2.2 "County" means the County of Los Angeles, California.
- 2.3 "Awarding Entity/LA-RICS Authority" means the LA-RICS Authority.
- 2.4 "Board of Directors" means the LA-RICS Authority Joint Powers Authority Board of Directors.
- 2.5 "Owner" means the LA-RICS Authority.
- 2.6 "Executive Director" means the Executive Director of the LA-RICS Authority or his authorized representative.
- 2.7 "Architect" means B&J HBK, Inc., dba Brandow & Johnston, or their authorized representative.
- 2.8 "Contract" means the agreement which has been executed by the Contractor and the LA-RICS Authority.

- 2.9 "Contractor Project Director" means the individual designated by the Contractor with authority for Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the Contractor's Project Manager.
- 2.10 "Contractor Project Manager" means the individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.11 "Contractor" means the Prime Contractor awarded the Contract by the LA-RICS Authority Board of Directors.
- 2.12 "Award of Contract" means the date the Board of Directors awards the construction Contract to the Contractor.
- 2.13 "LA-RICS Authority Project Director" means the person designated by LA-RICS Authority with authority for LA-RICS Authority on contractual or administrative matters relating to this Contract that cannot be resolved by the LA-RICS Authority's Project Manager.
- 2.14 "LA-RICS Authority Project Manager" means the person designated by LA-RICS Authority's Project Director to manage the operations under this Contract.
- 2.15 "Notice to Proceed" means the date the Executive Director authorizes the Contractor to proceed with the Contract work.
- 2.16 "Acceptance of the Project" means LA-RICS Authority's Board of Directors or the LA-RICS Authority's Executive Director's acceptance of the work.
- 2.17 "Work" means the demolition and related services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The work may constitute the whole or a part of the project.
- 2.18 "The Project" is the total Work performed under the Contract Documents, and may be the whole or a part of such Work, and which may include work by the LA-RICS Authority or others.
- 2.19 "Day" means calendar day unless otherwise specified.
- 2.20 "Drawings" means the graphical and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the work, generally including plans, elevations, sections, details, schedules, and diagrams.

- 2.21 "Specifications" means that portion of the Contract Documents consisting of the written requirements for materials, equipment, standards and workmanship for the work, and performance of related services.
- 2.22 "Inspection Notice": A sequentially numbered written notice issued to the Contractor for the purpose of, but not limited to, the following:
- 1) Define items/installations that deviate from the Contract Documents and which payment may be withheld.
 - 2) Alert as to problem areas prior to issuing Noncompliance.
 - 3) Void previously issued Inspection or Noncompliance Notice when corrections have been made.
 - 4) Give notice of approval.
 - 5) Provide general project information.
 - 6) Define delinquent submittals.
 - 7) Advise Contractor of not complying with safety requirements.
- 2.23 "Noncompliance Notice" means a sequentially numbered written notice issued to the Contractor that defines materials, installations, and/or situations that do not comply with codes or the Contract Documents and which payment cannot be made. The statement "remove and replace" will be included when required.

3. WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor will have no claim whatsoever against the LA-RICS Authority.
- 3.3 The scope of work shall be outlined in Exhibit 1 (Scope of Work and Attachments). Contractor's bid, Los Angeles Regional Interoperable Communications System (LA-RICS) Authority Invitation for Bids (IFB) for Tower Demolition and Removal at Tower Peak (TWR), and all addenda/notices to the IFB, are incorporated herein as a part of this Agreement. In the event that any conflict or inconsistency between the Agreement and Contractor's proposal are found, such conflict or

inconsistency shall be resolved by giving precedence first to the Contract and its attachments.

- 3.4 No work shall commence on this project until a Notice to Proceed (NTP) is issued by LA-RICS Authority. LA-RICS Authority does not guarantee or promise that any work will be assigned to Contractor under this Contract until a written Notice to Proceed is issued by the LA-RICS Authority.
- 3.5 No additional work shall be performed without an approved Change Order.
- 3.6 All additional work provided herein shall commence on the specified date on the Change Order. The Contractor shall proceed diligently to complete said work within the time allotted.

4. TERM OF CONTRACT

- 4.1 The term of this Contract will be for a period of two (2) months from the Effective Date, of which the work must be completed and accepted as completed the by the LA-RICS Authority within the Contract term, unless otherwise extended by the LA-RICS Authority in its sole discretion. The Contract will commence following the LA-RICS Authority Joint Powers Authority (JPA) Board of Directors (Board) approval, award and execution of the Contract by both parties.
- 4.2 The LA-RICS Authority will have the sole option to extend this Contract term for up to three (3) additional one (1) month to month extension options, for a maximum total Contract term of five (5) months. Each such option will be exercised at the sole discretion of the LA-RICS Authority Board or its designee as authorized by the Board of Directors. The County maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether a bidder is responsible for the purposes of a future LA-RICS Authority contract or extension option.
- 4.3 The Contractor must notify the LA-RICS Authority when this Contract is within one (1) month from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to the LA-RICS Authority at the address herein provided in Exhibit 3 (LA-RICS Authority's Administration).

5. CONTRACT SUM

5.1 Total Contract Sum

In consideration of the performance by Contractor in a manner satisfactory to LA-RICS Authority of the services described in Paragraph 3 (Work) to this Contract, including receipt and acceptance of such work by the

Executive Director, LA-RICS Authority agrees to pay Contractor a not to exceed amount of \$_____ (Dollars) according to the Schedule of Prices attached to this Contract as Exhibit 2 (Schedule of Prices). The LA-RICS Authority does not guarantee any work or services of any specific monetary amount under this Contract.

5.2 Written Approval for Reimbursement

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the LA-RICS Authority's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor must send written notification to LA-RICS Authority at the address herein provided in Exhibit 3 (LA-RICS Authority's Administration).

5.4 No Payment for Services Provided Following Expiration/Termination of Contract

The Contractor will have no claim against LA-RICS Authority for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it must immediately notify LA-RICS Authority and must immediately repay all such funds to LA-RICS Authority. Payment by LA-RICS Authority for services rendered after expiration/termination of this Contract will not constitute a waiver of LA-RICS Authority's right to recover such payment from the Contractor.

5.5 Invoices and Payments

5.5.1 The Contractor must invoice the LA-RICS Authority only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit 1 (Scope of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which

will include the charges owed to the Contractor by the LA-RICS Authority under the terms of this Contract.

- 5.5.2 The Contractor's payments will be as provided in Exhibit 2 (Schedule of Prices) to this Contract, and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work authorized in writing by way of issuance of a Notice to Proceed by the LA-RICS Authority. If the LA-RICS Authority does not approve work in writing, no payment will be due to the Contractor for that work.
- 5.5.3 The Contractor's invoices must contain the information set forth in Exhibit 1 (Scope of Work and Attachments) to this Contract describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor must submit the monthly invoices to the LA-RICS Authority by the 15th calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract must be submitted in two (2) copies to the following address:

LA-RICS Authority
Attention: Fiscal
2525 Corporate Place, Suite 100
Monterey Park, CA 91754

- 5.5.6 **LA-RICS Authority Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the LA-RICS Authority's Project Manager prior to any payment thereof. In no event will the LA-RICS Authority be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.6.1 The LA-RICS Authority, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the LA-RICS Authority will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.6.2 The Contractor must submit a direct deposit authorization request with banking and vendor information, and any other information

that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

- 5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.6.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the LA-RICS Authority, will decide whether to approve exemption requests.

6. ADMINISTRATION OF CONTRACT – LA-RICS AUTHORITY

6.1 LA-RICS Authority Administration

A listing of all LA-RICS Authority Administration referenced in the following Paragraphs are designated in Exhibit 3 (LA-RICS Authority's Administration). The LA-RICS Authority will notify the Contractor in writing of any change in the names or addresses shown.

6.2 LA-RICS Authority's Project Director

Responsibilities of the LA-RICS Authority's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to LA-RICS Authority policy, information requirements, and procedural requirements.

6.3 LA-RICS Authority's Project Manager

The responsibilities of the LA-RICS Authority's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The LA-RICS Authority's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate LA-RICS Authority in any respect whatsoever.

7. ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit 4 (Contractor's Administration). The Contractor will notify the LA-RICS Authority in writing of any change in the names or addresses shown.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit 4 (Contractor's Administration). The Contractor must notify the LA-RICS Authority in writing of any change in the name or address of the Contractor's Project Manager.

7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and must coordinate with LA-RICS Authority's Project Manager and LA-RICS Authority's Contract Project Monitor on a regular basis.

7.2.3 The Contractor's Project Manager must have a minimum of five (5) years of experience providing tower demolition services.

7.3 Approval of Contractor's Staff

LA-RICS Authority has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.5 Background and Security Investigations

Background and security investigations of Contractor's staff may be required at the discretion of the LA-RICS Authority as a condition of beginning and continuing work under any resulting Contract. The cost of background checks is the responsibility of the Contractor.

7.6 Confidentiality

7.6.1 Contractor must maintain the confidentiality of all records and information proprietary information, software codes, trade secrets, confidential information, etc., whether of LA-RICS Authority or third parties, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, LA-RICS Authority policies concerning information

technology security and the protection of confidential records and information.

7.6.2 Contractor must indemnify, defend, and hold harmless LA-RICS Authority, its member agencies in the LA-RICS Authority, directors, appointed officers, employees, agents, volunteers, trustees, site owners, site lessors and licensors from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by LA-RICS Authority in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by LA-RICS Authority. Notwithstanding the preceding sentence, LA-RICS Authority will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide LA-RICS Authority with a full and adequate defense, as determined by LA-RICS Authority in its sole judgment, LA-RICS Authority will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by LA-RICS Authority in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of LA-RICS Authority without LA-RICS Authority's prior written approval.

7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

8. AMENDMENTS

8.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment must be prepared and executed by the Contractor and by the LA-RICS Authority's Executive Director.

8.2 The LA-RICS Authority's Board of Directors may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The LA-RICS Authority reserves the right to add and/or change such provisions as required by the LA-RICS Authority Board of Directors. To implement such changes, an Amendment and/or Change

Order to the Contract must be prepared and executed by the Contractor and by the LA-RICS Authority's Executive Director.

- 8.3 The LA-RICS Authority Executive Director or Board of Directors, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by Executive Director.

9. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 9.1 The Contractor must notify the LA-RICS Authority of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. This information shall be provided by the vendor on the required form in Exhibit 1 (Bidder's Organization Questionnaire/Affidavit). If the Contractor is restricted from legally notifying the LA-RICS Authority of pending acquisitions/mergers, then it should notify the LA-RICS Authority of the actual acquisitions/mergers as soon as the law allows and provide to the LA-RICS Authority the legal framework that restricted it from notifying the LA-RICS Authority prior to the actual acquisitions/mergers.
- 9.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of LA-RICS Authority, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, LA-RICS Authority consent will require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the LA-RICS Authority to any approved delegate or assignee on any claim under this Contract will be deductible, at LA-RICS Authority's sole discretion, against the claims, which the Contractor may have against the LA-RICS Authority.
- 9.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without LA-RICS Authority's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

10. AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

11. BUDGET REDUCTIONS

In the event that the LA-RICS Authority's Board of Directors adopts, in any fiscal year, a LA-RICS Authority Budget which provides for reductions with respect to LA-RICS Authority contracts, and in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, and by extension the LA-RICS Authority Contracts, the LA-RICS Authority reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The LA-RICS Authority's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

12. COMPLIANCE WITH APPLICABLE LAWS

- 12.1 In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 12.2 Contractor must indemnify, defend, and hold harmless LA-RICS Authority, its member agencies in the LA-RICS Authority, directors, appointed officers, employees, agents, volunteers, trustees, site owners, site lessors and licensors from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by LA-RICS Authority in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 12.2 will be conducted by Contractor and performed by counsel selected by Contractor and approved by LA-RICS Authority. Notwithstanding the preceding sentence, LA-RICS Authority will have the right to participate in any such defense at its sole cost and expense, except

that in the event Contractor fails to provide LA-RICS Authority with a full and adequate defense, as determined by LA-RICS Authority in its sole judgment, LA-RICS Authority will be entitled to retain its own counsel, including, without limitation, LA-RICS County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by LA-RICS Authority in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of LA-RICS Authority without LA-RICS Authority's prior written approval.

13. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, contractor certifies to the LA-RICS Authority:

1. That contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

14. COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

14.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#), incorporated by reference and made part of this Contract.

14.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the LA-RICS Authority's satisfaction either that the Contractor is not a "Contractor" as defined

under the [Jury Service Program \(Section 2.203.020 of the County Code\)](#) or that the Contractor qualifies for an exception to the [Jury Service Program \(Section 2.203.070 of the County Code\)](#), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or LA-RICS Authority Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County or LA-RICS Authority Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the LA-RICS Authority, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the LA-RICS Authority under the Contract, the Subcontractor will also be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the LA-RICS Authority if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The LA-RICS Authority may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the LA-RICS Authority's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, LA-RICS Authority may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future LA-RICS Authority contracts for a period of time consistent with the seriousness of the breach.

15. CONFLICT OF INTEREST

- 15.1 No LA-RICS Authority employee whose position to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the LA-RICS Authority's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the LA-RICS Authority's approval or ongoing evaluation of such work.
- 15.2 The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is aware of, and its authorized officers have read, any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph will be a material breach of this Contract subjecting Contractor to either Contract termination for default or debarment proceedings or both.

16. COMPLIANCE WITH FEDERAL GRANT FUNDING REQUIREMENTS

- 16.1 Availability of Funding. Contractor shall comply with all applicable federal grant funding requirements set forth in Exhibit 5 (Grant Funding Requirements) to this Contract. Funding for all periods of this Agreement is subject to the continuing availability of federal grants or other funds for the LA-RICS project. This Agreement may be terminated for convenience in whole or in part upon a loss or reduction of grant funds or other applicable funding resources.
- 16.2 Contractor shall comply with all requirements to the extent applicable to Contractor and necessary for the LA-RICS Authority, or any of its member agencies, to comply with and to qualify for funding resources and receive

funds, including but not limited to those funds and resources identified in Exhibit 5 (Grant Funding Requirements) to this Contract, as such Attachment may be updated or modified from time to time, for expenditures under this Agreement. Without altering the foregoing responsibilities, the Authority may update or modify Exhibit 5 (Grant Funding Requirements) to this Contract if required to by law or the federal grantor, from time to time, by way of amendment(s). In the event any such change impacts the scope and/or cost of the Work, Consultant shall be entitled to request an amendment to cover any approved cost increase.

- 16.3 **Funding Disallowance.** To the extent that funds are disallowed as a result of Contractor's or its subcontractors' acts and/or omissions inconsistent with its obligations under this Agreement, and to the extent not caused by a force majeure or the acts and/or omissions of the LA-RICS Authority, Contractor shall remain responsible to the LA-RICS Authority for any and all deliverables and other work, but the LA-RICS Authority shall have no payment obligation to the Contractor to the extent of such disallowed funds.

17. CONTRACTOR RESPONSIBILITY AND DEBARMENT

17.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the LA-RICS Authority and County's policy to conduct business only with responsible Contractors.

17.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the LA-RICS Authority acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the LA-RICS Authority may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on LA-RICS Authority contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the LA-RICS Authority.

17.3 Non-responsible Contractor

The LA-RICS Authority may debar a Contractor if the Board of Directors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the LA-RICS Authority or a nonprofit corporation created by the LA-RICS Authority, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or

capacity to perform a contract with the LA-RICS Authority, any other public entity, or a nonprofit corporation created by the LA-RICS Authority, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the LA-RICS Authority or any other public entity.

17.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the LA-RICS Authority will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Authority will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been

debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

17.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of LA-RICS Authority Contractors.

18. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all LA-RICS Authority and County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit 6 (Safely Surrendered Baby Law), in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

19. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 19.1 The Contractor acknowledges that the LA-RICS Authority and County has established a goal of ensuring that all individuals who benefit financially from the LA-RICS Authority and County through Contract are in compliance

with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the LA-RICS Authority and County and its taxpayers.

- 19.2 As required by the [County's Child Support Compliance Program \(County Code Chapter 2.200\)](#) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

20. LA-RICS AUTHORITY'S QUALITY ASSURANCE PLAN

The LA-RICS Authority or its agent(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the LA-RICS Authority determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Directors and listed in the appropriate contractor performance database. The report to the Board of Directors will include improvement/corrective action measures taken by the LA-RICS Authority and the contractor. If improvement does not occur consistent with the corrective action measures, the LA-RICS Authority may terminate this Contract or impose other penalties as specified in this Contract.

21. DAMAGE TO LA-RICS AUTHORITY FACILITIES, BUILDINGS OR GROUNDS

- 21.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to LA-RICS Authority or its member agencies facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 21.2 If the Contractor fails to make timely repairs, LA-RICS Authority may make any necessary repairs. All costs incurred by LA-RICS Authority, as determined by LA-RICS Authority, for such repairs must be repaid by the Contractor by cash payment upon demand.

22. EMPLOYMENT ELIGIBILITY VERIFICATION

- 22.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.
- 22.2 The Contractor must indemnify, defend, and hold harmless, the LA-RICS Authority, its member agencies in the LA-RICS Authority, directors, appointed officers, employees, agents, volunteers, trustees, site owners, site lessors and licensors from employer sanctions and any other liability which may be assessed against the Contractor or the LA-RICS Authority or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

23. COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

This Contract may be executed in two (2) or more counterparts, each of which will be deemed an original but all of which together will constitute one (1) and the same Contract. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The LA-RICS Authority and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8 (Amendments) of this Contract and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

24. FAIR LABOR STANDARDS

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the LA-RICS Authority, its member agencies in the LA-RICS Authority, directors, appointed officers, employees, agents, volunteers, trustees, site owners, site lessors and

licensors from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the LA-RICS Authority may be found jointly or solely liable.

25. FORCE MAJEURE

- 25.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").
- 25.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 25.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

26. GOVERNING LAW, JURISDICTION, AND VENUE

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

27. INDEPENDENT CONTRACTOR STATUS

- 27.1 This Contract is by and between the LA-RICS Authority and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the LA-RICS Authority and the Contractor. The employees and

agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- 27.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The LA-RICS Authority will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 27.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the LA-RICS Authority. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 27.4 The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality) of this Contract.

28. INDEMNIFICATION

The Contractor must indemnify, defend and hold harmless the County of Los Angeles, LA-RICS Authority, its member agencies in the LA-RICS Authority, directors, appointed officers, employees, agents, volunteers, trustees, and site owner the Santa Catalina Island Conservancy ("LA-RICS Authority Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the LA-RICS Authority Indemnitees.

29. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of LA-RICS Authority Indemnitees, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 29 (General Provisions for All Insurance Coverage) and 30 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The LA-RICS Authority in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

29.1 Evidence of Coverage and Notice to LA-RICS Authority

- Certificate(s) of insurance coverage (Certificate) satisfactory to LA-RICS Authority, and a copy of an Additional Insured endorsement confirming LA-RICS Authority and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to LA-RICS Authority at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to LA-RICS Authority not less than 10 days prior to Contractor's policy expiration dates. The LA-RICS Authority reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any LA-RICS Authority required endorsement forms.
- Neither the LA-RICS Authority's failure to obtain, nor the LA-RICS Authority's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements must be sent to:

LA-RICS Authority
2525 Corporate Place, Suite 100
Monterey Park, CA 91754
Attn: Executive Director, Scott Edson
Email: Scott.Edson@la-rics.org

Contractor also must promptly report to LA-RICS Authority any injury or property damage accident or incident, including any injury to a Contractor employee occurring on LA-RICS Authority or its member

agencies property, and any loss, disappearance, destruction, misuse, or theft of LA-RICS Authority property, monies or securities entrusted to Contractor. Contractor also must promptly notify LA-RICS Authority of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or LA-RICS Authority.

29.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, the LA-RICS Authority, its member agencies in the LA-RICS Authority, its directors, appointed officers, employees, agents, volunteers, trustees, and the site owner Santa Catalina Island Conservancy (collectively LA-RICS Authority and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the LA-RICS Authority. LA-RICS Authority and its Agents additional insured status must apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the LA-RICS Authority. The full policy limits and scope of protection also must apply to the LA-RICS Authority and its Agents as an additional insured, even if they exceed the LA-RICS Authority's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein. At the request of the LA-RICS Authority, Contractor must provide updated Certificate(s) of Insurance and/or additional insured endorsement(s) naming a specific LA-RICS Authority Indemnitee as described herein, within fourteen (14) day from the date of the request.

29.3 Cancellation of or Change in Insurance

Contractor must provide LA-RICS Authority with, or Contractor's insurance policies must contain a provision that LA-RICS Authority will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to LA-RICS Authority at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the LA-RICS Authority, upon which the LA-RICS Authority may suspend or terminate this Contract.

29.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which LA-RICS Authority immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. LA-RICS Authority, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the LA-RICS Authority may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

29.5 Insurer Financial Ratings

Coverage must be placed with insurers acceptable to the LA-RICS Authority with A.M. Best ratings of not less than A:VII unless otherwise approved by LA-RICS Authority.

29.6 Contractor's Insurance Must Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any LA-RICS Authority maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.

29.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against LA-RICS Authority under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

29.8 Subcontractor Insurance Coverage Requirements

Contractor must include all subcontractors as insureds under Contractor's own policies, or must provide LA-RICS Authority with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and must require that each subcontractor name the LA-RICS Authority and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor must obtain LA-RICS Authority's prior review and approval of any subcontractor request for modification of the Required Insurance.

29.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate the LA-RICS Authority to pay any portion of any Contractor deductible or SIR. The LA-RICS Authority retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the LA-RICS Authority, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

29.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

29.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

29.12 Separation of Insureds

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

29.13 Alternative Risk Financing Programs

The LA-RICS Authority reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The LA-RICS Authority and its Agents must be designated as an Additional Covered Party under any approved program.

29.14 LA-RICS Authority Review and Approval of Insurance Requirements

The LA-RICS Authority reserves the right to review and adjust the Required Insurance provisions, conditioned upon LA-RICS Authority's determination of changes in risk exposures.

30. INSURANCE COVERAGE

- 30.1 Commercial General Liability insurance** (providing scope of coverage equivalent to ISO policy form CG 00 01), naming LA-RICS Authority and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 30.2 Automobile Liability insurance** (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 30.3 Workers Compensation and Employers' Liability insurance** or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the LA-RICS Authority as the Alternate Employer. The written notice must be provided to LA-RICS Authority at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

31. LIQUIDATED DAMAGES

- 31.1** If, in the judgment of the Executive Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Executive Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the LA-RICS Authority, will be forwarded to the Contractor by the Executive Director, or his/her designee, in a written notice describing the reasons for said action.

- 31.2 If the Executive Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Executive Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Executive Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Executive Director, or his/her designee, may:
- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
 - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Five Hundred Dollars (\$500) per day per infraction, and that the Contractor shall be liable to the LA-RICS Authority for liquidated damages in said amount. Said amount shall be deducted from the LA-RICS Authority's payment to the Contractor; and/or
 - (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the LA-RICS Authority may correct any and all deficiencies and the total costs incurred by the LA-RICS Authority for completion of the work by an alternate source, whether it be LA-RICS Authority forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the LA-RICS Authority, as determined by the LA-RICS Authority.
- 31.3 The action noted in this Paragraph shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the LA-RICS Authority cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 31.4 This Paragraph shall not, in any manner, restrict or limit the LA-RICS Authority's right to damages for any breach of this Contract provided by law or as specified in in Paragraph 31.2 above, and shall not, in any manner, restrict or limit the LA-RICS Authority's right to terminate this Contract as agreed to herein.

32. MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the LA-RICS Authority.

33. NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 33.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 33.2 Contractor certifies to the LA-RICS Authority each of the following:
1. That contractor has a written policy statement prohibiting discrimination in all phases of employment.
 2. That contractor periodically conducts a self-analysis or utilization analysis of its work force.
 3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 33.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 33.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 33.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

- 33.6 The Contractor shall allow LA-RICS Authority representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 33 when so requested by the LA-RICS Authority.
- 33.7 If the LA-RICS Authority finds that any provisions of this Paragraph 33 have been violated, such violation shall constitute a material breach of this Contract upon which the LA-RICS Authority may terminate or suspend this Contract. While the LA-RICS Authority reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the LA-RICS Authority that the Contractor has violated the anti-discrimination provisions of this Contract.
- 33.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the LA-RICS Authority shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

34. NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict LA-RICS Authority from acquiring similar, equal or like goods and/or services from other entities or sources.

35. NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

36. NOTICE OF DISPUTES

The Contractor shall bring to the attention of the LA-RICS Authority's Project Manager and/or LA-RICS Authority's Project Director any dispute between the LA-RICS Authority and the Contractor regarding the performance of services as stated in this Contract. If the LA-RICS Authority's Project Manager or LA-RICS Authority's Project Director is not able to resolve the dispute, the Head, or designee shall resolve it.

37. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in [Internal Revenue Service Notice No. 1015](#).

38. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit 6 (Safely Surrendered Baby Law) of this Contract. Additional information is available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

39. NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be electronically sent or hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits 3 (LA-RICS Authority's Administration) and Exhibit 4 (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Executive Director will have the authority to issue all notices or demands required or permitted by the LA-RICS Authority under this Contract.

40. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the LA-RICS Authority agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

41. PUBLIC RECORDS ACT

41.1 Any documents submitted by the Contractor; all information obtained in connection with the LA-RICS Authority's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 43 (Record Retention and Inspection/Audit Settlement) of this

Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the LA-RICS Authority. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the [California Government Code Section 6250 et seq. \(Public Records Act\)](#) and which are marked "trade secret", "confidential", or "proprietary". The LA-RICS Authority shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 41.2 In the event the LA-RICS Authority is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the LA-RICS Authority from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

42. PUBLICITY

- 42.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the LA-RICS Authority shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the LA-RICS Authority without the prior written consent of the Executive Director. The LA-RICS Authority shall not unreasonably withhold written consent.

- 42.2 The Contractor may, without the prior written consent of LA-RICS Authority, indicate in its bids and sales materials that it has been awarded this Contract with the LA-RICS Authority of Los Angeles, provided that the requirements of this Paragraph 42 (Publicity) will apply.

43. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and

complete employment and other records relating to its performance of this Contract. The Contractor agrees that the LA-RICS Authority, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the LA-RICS Authority during the term of this Contract and for a period of five (5) years thereafter unless the LA-RICS Authority's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the LA-RICS Authority's option, the Contractor shall pay the LA-RICS Authority for travel, per diem, and other costs incurred by the LA-RICS Authority to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 43.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the LA-RICS Authority shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 43.2 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 43 shall constitute a material breach of this Contract upon which the LA-RICS Authority may terminate or suspend this Contract.
- 43.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the LA-RICS Authority conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the LA-RICS Authority's dollar liability for any such work is less than payments made by the LA-RICS Authority to the Contractor, then the difference shall be either: a) repaid by the Contractor to the LA-RICS Authority by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the LA-RICS Authority, whether under this Contract or otherwise. If such audit finds that the LA-RICS Authority's dollar liability for such work is more than the payments made by the LA-RICS Authority to the Contractor, then the difference shall be paid to the Contractor by the LA-RICS Authority by cash payment, provided that in no event shall the LA-RICS Authority's maximum obligation for this Contract exceed the funds appropriated by the LA-RICS Authority for the purpose of this Contract.

44. RECYCLED BOND PAPER

Consistent with the County Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

45. SUBCONTRACTING

- 45.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the LA-RICS Authority**. Any attempt by the Contractor to subcontract without the prior consent of the LA-RICS Authority may be deemed a material breach of this Contract.
- 45.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the LA-RICS Authority's request:
- A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the LA-RICS Authority.
- 45.3 The Contractor shall indemnify and hold the LA-RICS Authority harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 45.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the LA-RICS Authority's approval of the Contractor's proposed subcontract.
- 45.5 The LA-RICS Authority's consent to subcontract shall not waive the LA-RICS Authority's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this LA-RICS Authority right.
- 45.6 The LA-RICS Authority's Executive Director is authorized to act for and on behalf of the LA-RICS Authority with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the LA-RICS Authority, Contractor shall forward a fully executed subcontract to the LA-RICS Authority for their files.
- 45.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents,

and successors in interest arising through services performed hereunder, notwithstanding the LA-RICS Authority's consent to subcontract.

- 45.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the LA-RICS Authority from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to the following before any Subcontractor employee may perform any work hereunder:

LA-RICS Authority
2525 Corporate Place, Suite 100
Monterey Park, CA 91754
Attn: Executive Director, Scott Edson
Email: Scott.Edson@la-rics.org

46. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 19 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) of this Contract, shall constitute default under this Contract. Without limiting the rights and remedies available to the LA-RICS Authority under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the LA-RICS Authority may terminate this Contract pursuant to Paragraph 48 (Termination for Default) and pursue debarment of the Contractor of this Contract, pursuant to [County Code Chapter 2.202](#).

47. TERMINATION FOR CONVENIENCE

- 47.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the LA-RICS Authority, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 47.2 After receipt of a notice of termination and except as otherwise directed by the LA-RICS Authority, the Contractor shall:
- Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.

- 47.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 43 (Record Retention and Inspection/Audit Settlement).
- 47.4 LA-RICS Authority shall not incur any liability to Contractor, other than payment for work already performed and approved by the LA-RICS Authority, up to the date of termination.

48. TERMINATION FOR DEFAULT

- 48.1 The LA-RICS Authority may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the Executive Director:
- Contractor has materially breached this Contract; or
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the LA-RICS Authority may authorize in writing) after receipt of written notice from the LA-RICS Authority specifying such failure.
- 48.2 In the event that the LA-RICS Authority terminates this Contract in whole or in part as provided in Paragraph 48.1, the LA-RICS Authority may procure, upon such terms and in such manner as the may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the LA-RICS Authority for any and all excess costs incurred by the LA-RICS Authority, as determined by the LA-RICS Authority, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.
- 48.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 48.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the LA-RICS Authority in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises

out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 48.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

- 48.4 If, after the LA-RICS Authority has given notice of termination under the provisions of this Paragraph, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 47 (Termination for Convenience).
- 48.5 The rights and remedies of the LA-RICS Authority provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

49. TERMINATION FOR IMPROPER CONSIDERATION

- 49.1 The LA-RICS Authority may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any LA-RICS Authority officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the LA-RICS Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 49.2 The Contractor shall immediately report any attempt by a County or LA-RICS Authority officer or employee to solicit such improper consideration. The report shall be made either to the County or LA-RICS Authority manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 49.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

50. TERMINATION FOR INSOLVENCY

- 50.1 The LA-RICS Authority may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

50.2 The rights and remedies of the LA-RICS Authority provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

51. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County or LA-RICS Authority Lobbyist or County or LA-RICS Authority Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the LA-RICS Authority may in its sole discretion, immediately terminate or suspend this Contract.

52. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the LA-RICS Authority shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the LA-RICS Authority's future fiscal years unless and until the LA-RICS Authority's Board of Directors appropriates funds for this Contract in the LA-RICS Authority's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The LA-RICS Authority shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

53. VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

54. WAIVER

No waiver by the LA-RICS Authority of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the LA-RICS Authority to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

55. WARRANTY AGAINST CONTINENT FEES

55.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

55.2 For breach of this warranty, the LA-RICS Authority shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

56. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that it will follow County's established goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

57. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 56 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) of this Contract shall constitute default under this contract. Without limiting the rights and remedies available to LA-RICS Authority under any other provision of this contract, failure of Contractor to cure such default within 10

days of notice shall be grounds upon which LA-RICS Authority may terminate this contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

58. TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

59. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County or LA-RICS Authority shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County or LA-RICS Authority will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this Paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

60. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, LA-RICS Authority may, in its sole discretion, terminate the Contract.

61. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

The Contractor acknowledges that the LA-RICS Authority takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the LA-RICS Authority strives to provide a

workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the LA-RICS Authority's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

62. PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a LA-RICS Authority solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the LA-RICS Authority. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the LA-RICS Authority solicitation or the termination or cancellation of any resultant LA-RICS Authority contract.

63. INJURY AND ILLNESS PREVENTION PROGRAM

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

64. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

64.1 LA-RICS Authority shall be the sole owner of all right, title and interest, including copyright, in and to all designs, specifications, software, plans, diagrams, facilities, and tools techniques, reports, deliverables, data, photographs, maps, images, graphics, text, videos, advertising, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, are and/or shall be the sole property of LA-RICS Authority (hereafter collectively, "LA-RICS Authority Materials which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall

execute all documents necessary to assign and transfer to, and vest in the LA-RICS Authority all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

- 64.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. LA-RICS Authority shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 64.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the LA-RICS Authority as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 64.4 The LA-RICS Authority will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The LA-RICS Authority agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 64.5 Notwithstanding any other provision of this Contract, the LA-RICS Authority will not be obligated to the Contractor in any way under Paragraph 64.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends for any disclosure which the LA-RICS Authority is required to make under any state or federal law or order of court.

65. SURVIVAL

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions will survive the expiration or termination of this Agreement for any reason:

Paragraph 1	Applicable Documents
Paragraph 2	Definitions
Paragraph 3	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration/ Termination of Agreement
Paragraph 7.6	Confidentiality
Paragraph 8	Amendments

Paragraph 9	Assignment and Delegation/Mergers or Acquisitions
Paragraph 24	Fair Labor Standards
Paragraph 25	Force Majeure
Paragraph 26	Governing Law, Jurisdiction, and Venue
Paragraph 28	Indemnification
Paragraph 29	General Provisions for all Insurance Coverage
Paragraph 30	Insurance Coverage
Paragraph 31	Liquidated Damages
Paragraph 39	Notices
Paragraph 43	Record Retention and Inspection/Audit Settlement
Paragraph 47	Termination for Convenience
Paragraph 48	Termination for Default
Paragraph 53	Validity
Paragraph 54	Wavier
Paragraph 62	Prohibition from Participation in Future Solicitation(s)
Paragraph 62	Ownership of Materials, Software and Copyright
Paragraph 65	Survival

IN WITNESS WHEREOF, the LA-RICS Authority has, by order of its Board of Directors, caused these presents to be subscribed by the Executive Director, and the Contractor has hereunto subscribed its corporate name and affixed its corporate seal by its duly authorized officers the day, month, and year herein first above written.

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM (LA-RICS) AUTHORITY

(CONTRACTOR)

By _____
Scott Edson, Executive Director

By _____
(Contractor, Title)

APPROVED AS TO FORM FOR THE
LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM (LA-RICS) AUTHORITY:

DAWYN R. HARRISON
County Counsel

By _____
Principal Deputy County Counsel

**CONTRACT FOR
TOWER DEMOLITION AND REMOVAL SERVICES
AT TOWER PEAK (TWR)**

TABLE OF CONTENTS OF EXHIBITS TO THE SAMPLE CONTRACT

EXHIBITS

Exhibit 1	SCOPE OF WORK AND ATTACHMENTS
	Attachment 1: Site Plan
	Attachment 2: Applicable Mitigation Measures, LA-RICS LMR Site TWR, Master LMR Migration List
Exhibit 2	SCHEDULE OF PRICES (NOT ATTACHED TO SAMPLE)
Exhibit 3	LA-RICS AUTHORITY'S ADMINISTRATION
Exhibit 4	CONTRACTOR'S ADMINISTRATION
Exhibit 5	GRANT FUNDING REQUIREMENTS
Exhibit 6	SAFELY SURRENDERED BABY LAW

SCOPE OF WORK

TOWER DEMOLITION AND REMOVAL SERVICES AT TOWER PEAK (TWR)

A. LA-RICS Authority Contract Manager or Designee

LA-RICS Authority Contract Manager (ACM) will be Mr. Evan Qiuxingyu who may be contacted at (310) 882-1495 or at Evan.Qiuxingyu@jacobs.com and will be available Monday through Thursday, 7 a.m. to 5 p.m. The ACM or designee is/are the only person(s) authorized by the LA-RICS Authority to request work of the Contractor. From time to time, the LA-RICS Authority may change the ACM or designee. The Contractor will be notified in writing when there is a change in the ACM or designee.

B. Work Location

SITE	ADDRESS	COORDINATES	TOWER TYPE	HEIGHT (ft)
TWR	10007U Banning House Rd., Avalon, CA 90704	Latitude: 33°25'46.75" Longitude: -118°28'41.50"	3 legs self-supported steel lattice tower, with reinforced concrete foundation	100

C. Schedule

1. The Contractor shall submit the Schedule of Work within seven (7) calendar days upon execution of the Contract for review and approval by the LA-RICS Authority.
2. The Contractor shall commence tower demolition and removal work on the date provided on the Notice to Proceed (NTP) by the LA-RICS Authority. The Contractor shall complete the work within twenty-one (21) calendar days from the date of notification of the Notice to Proceed unless otherwise specified by the LA-RICS Authority.
3. Should the Contractor be obstructed or delayed in the beginning, continuation, or completion of the work by inclement weather or by any necessary or unavoidable act or delay of the LA-RICS Authority, or by riot, insurrections, war, pestilence, acts of public authorities, fire, lightning, earthquake, cyclone, or through the default of other parties under Contract; and if, in the opinion of the LA-RICS Authority, the ultimate completion of the entire work under this Contract is delayed thereby, then the time fixed for the completion of all work under contract shall be extended for a period equivalent to the time the work is delayed by such means.
4. Labor strikes, that are not brought solely against the Contractor or subcontractor(s), if any, may constitute sufficient reason for extension of the time of completion within the provisions of this contract.
5. All tower demolition and removal work must be completed before March 1, 2024 as ground disturbance activities are not allowed during fox pupping season, which is from March 1st to June 30th.

D. Hours and Days of Service

Hours of services shall be primarily available during normal business hours, which is 7 a.m. to 4 p.m. Monday through Friday, except County observed holidays, unless otherwise agreed upon between Contractor and the LA-RICS Authority. No overtime work shall be performed without written approval from the LA-RICS Authority.

Holidays Observed by the County of Los Angeles and by extension the LA-RICS Authority are as follows:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Presidents' Day	Veterans Day
Cesar Chavez Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

In any event the Contractor deems necessary to perform work at night or on a Saturday, Sunday, or holiday, the Contractor shall notify the LA-RICS Authority of such intention at least 24 hours in advance.

E. Change Orders

1. No additional work shall be performed without an approved Change Order.
2. Any work authorized by a Change Order, shall commence on the date prescribed on the Change Order and shall be completed within twenty-one (21) calendar days from the Change Order prescribed start date unless otherwise specified by the LA-RICS Authority.
3. All additional work provided herein shall commence on the specified date on the Change Order. The Contractor shall proceed diligently to complete said work within the time allotted.

F. Subcontracting

The LA-RICS Authority will consider all subcontractors to be agents of the Contractor, and the Contractor shall be held responsible for their work.

G. Work Description

The Contractor shall provide radio tower demolition and removal services as follows:

1. The radio tower to be removed is a 100-foot tall, 3-legged self-supported steel lattice tower, with 3 reinforced concrete foundation footings.
2. Facilitate the removal of the tower while in compliance with all applicable codes, regulations, laws, measures, agreements, and safety requirements.
3. The County owns the radio equipment attached to the tower. Removal of the tower is predicated on the County migrating its radio equipment from the TWR tower to

a new tower, which is currently slated for November 2023; however, the timing of migration completion is subject to change due to unforeseen conditions.

H. Demolition and Removal

The Contractor shall:

1. Disassemble steel members of the tower, and any of its appurtenances such as antennas, mounts, transmission lines. Contractor is prohibited from utilization of saws, torches and other such equipment that may cause a fire.
2. Remove any related hardware such as connected cable tray and cabling. Contractor shall be mindful of the new ice bridge, which runs underneath the tower, which must be preserved.
3. Excavate, break up, load, and haul away the subsurface reinforced concrete structure to a minimum depth of three (3) feet.
4. Backfill, compact, and restore topsoil to existing grade in accordance with the detail "Gravel Layer at Compound" on page 3 of the Site Plan. 5. Export all removed materials from the site off the island and dispose/recycle in a licensed landfill or a permitted waste management facility on the mainland.

I. Site Access

The radio tower is presumed to be so situated as to be reasonably accessible to the Contractor and allow the use of the conventional equipment, machinery, tools of the trade, and hand crews, if necessary.

The Contractor is solely responsible for furnishing transportation for its personnel and equipment to and from the jobsite and for travel around the jobsite. Contractor may be limited to vehicle weight restrictions on the Santa Catalina Island.

In event that large equipment, such as crane, is to be used, Contractor must receive the confirmation of acceptance of transportation from the Santa Catalina Island Conservancy (Conservancy) via Avalon/Pebbly Beach or through Two Harbors.

The Contractor shall access the site from the mainland via the route provided on page 4 on the Site Map contained in Attachment A (Site Plan) to this Exhibit 1 (Scope of Work).

Among other things, it is the responsibility of the Contractor to obtain a road access permit from the Conservancy for any vehicles brought on site.

J. Equipment

All equipment necessary for work performance shall be provided, stored, transported, and maintained by the Contractor. All such equipment shall be operational, in good working order, mechanically sound, and licensed with current registration, if applicable. All equipment shall be operated by licensed operators. In the event a crane is to be used, a crane pick-plan is required for review and approval by the LA-RICS Authority.

K. Utilities

Please refer to Sheet 3 (Enlarged Site and Floor Plan) of Attachment A (Site Plan) to this Exhibit 1 (Scope of Work) to reference an available power supply reflecting exterior outlets only, 120v 20amp max. Power usage beyond what is included in the Site Plan shall be provided by Contractor.

L. Storage

The LA-RICS Authority will not provide storage facilities for the Contractor. The LA-RICS Authority will not be liable or responsible for any damage, by whatever means, and/or for theft of materials or equipment from the site. Site security is the responsibility of the Contractor.

M. Staging

The Contractor shall:

1. Keep access paths, premises, adjacent properties, and public properties free from accumulation of waste materials and rubbish.
2. Provide on-site containers for collection of waste materials, debris, and rubbish. Refer to Site Plan, sheet A1.0 for available staging area premises.
3. Upon completion of the work at the site, Contractor shall remove all its tools, materials, and articles from the site.

N. Salvage

The Contractor shall have salvage rights in accordance with Los Angeles County Code, Title 26, Section 9930 (Building Code). Salvageable material and equipment shall become the property of the Contractor and shall be promptly removed from the jobsite upon work completion. Contractor shall recycle the salvaged material to the maximum extent feasible.

O. Hazardous Waste

Should hazardous waste (as defined in the California Health and Safety Code Section 25117) be found on the site, the Contractor shall immediately contact the LA-RICS Authority for further directions as to proper removal or any other action deemed necessary.

P. Cleanup

1. All equipment and temporary construction used in this Contract shall be removed from the project site. The demolition site and all spaces used by the Contractor shall be left in a neat and clean condition.
2. Cleanup of property shall conform to regulations set forth (if applicable):
 - Los Angeles County Building Code
 - SCAQMD Rules 1403 and 403

- NPDES municipal permit handbook
- EPA regulations set forth in 40 CFR Part 61

Q. Grading

1. Backfilling of excavation shall be returned to original grade.
2. All fill and backfill materials shall be compacted to 90% (95% granular) of relative. Compaction shall be in accordance with A.S.T.M. d1557.
3. Backfilling of excavation shall be performed in a way that will prevent ponding of surface water and will not materially affect the natural drainage pattern of the premises.

R. Permits and Compliance

The Contractor shall:

1. Obtain all necessary permits which include, but is not limited to, tower/foundation demolition, transport, disposal, and recycle.
2. Obtain road access permit for vehicles from Santa Catalina Island Conservancy.
3. Obtain Avalon city permit for vehicles staying in the city overnight.
4. Pay for all permits.
5. Obtain and maintain in good standing all necessary City, County, and State permits or licenses for its operations, facilities, equipment, and operators.
6. Comply with applicable Environmental Mitigation Measures detailed in Attachment B (Mitigation Monitoring Plan [MMP]), to this Exhibit 1 (Scope of Work). Please note the LA-RICS Authority will supply a biological monitor, Native America archeology monitor, in reference to BIO MM3 and BIO MM8 for Biological Compliance Reporting, BIO MM9 for Protect Native Vegetation and Common Wildlife.

S. Safety Requirements

1. In the performance of this Contract, precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property.
2. The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Cal/OSHA, Federal, State, and local occupational safety regulations. The Contractor shall provide all safeguards, safety devices, and protective equipment, and take any other needed actions on its own volition or as the LA-RICS Authority may determine to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by this Contract.

3. All Contractor's operators shall be expected to observe all applicable State of Cal/OSHA, and County of Los Angeles Public Works' safety requirements while onsite.
4. Hard hats will be worn at all times. Fall protection gear must be worn. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.
5. The Contractor's operators, subcontractors, and employees shall wear adequate eye, face, hearing, respiratory, and foot protection as prescribed by Cal/OSHA and brightly colored clothing when exposed to traffic hazards.
6. The Contractor shall provide permanent or temporary protective measures for people and property, that are required by applicable statutes, ordinances, and/or regulations, against potential onsite hazards, which include, but is not limited to, falling objects, and open excavations.
7. Contractor shall submit a project safety plan within five (5) days of the LA-RICS Authority issuing the NTP.
8. Contractor shall submit daily Job Safety Analysis (JSA) once work has commenced.
9. The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the LA-RICS Authority to direct the cessation of all work activities and operations at no cost to the LA-RICS Authority until such time as the Contractor is in compliance.
10. Contractors must carefully observe wind speed on site, in order to comply with [California Code of Regulations Section 3472, Title 8](#) and Cal/OSHA requirements for site activities during high winds.

T. Contractor/Subcontractor Qualifications

The Contractor shall:

1. Have a minimum of five (5) years of experience within the last ten (10) years providing tower demolition services. **This requirement must be held by the Contractor and Subcontractor(s).**
2. Possess a valid Contractors State License Board C-21 (Building Moving/Demolition) license.
3. Ensure its subcontractor(s), if any, hold a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5.

U. Contractor Responsibilities

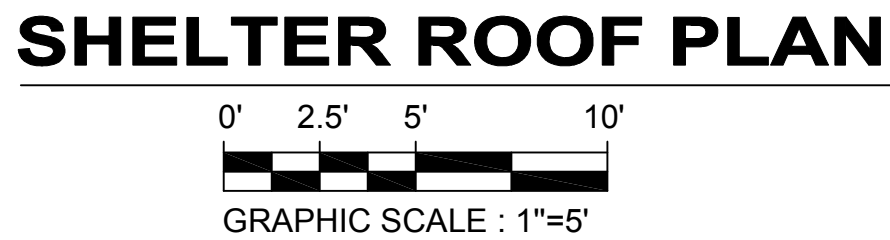
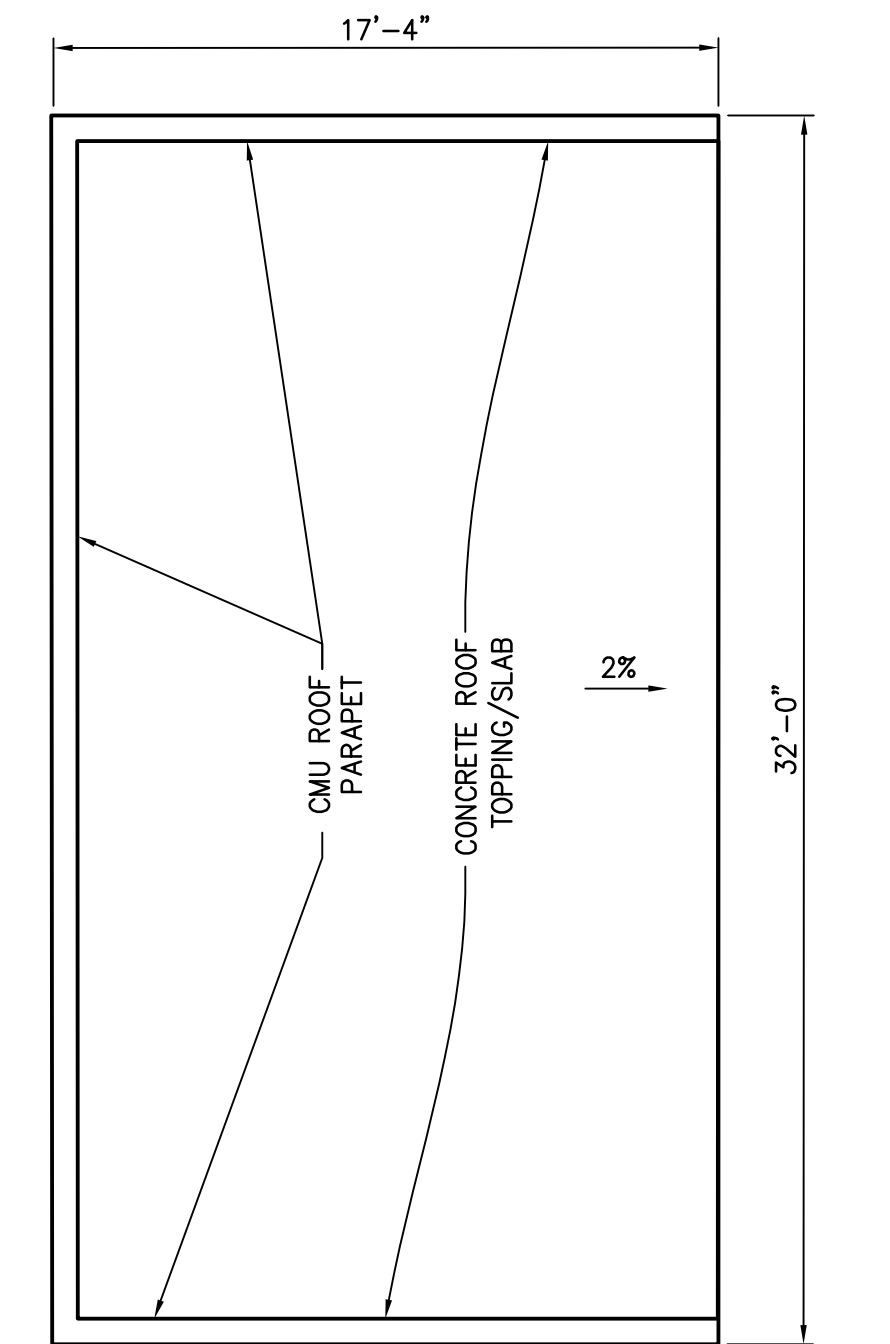
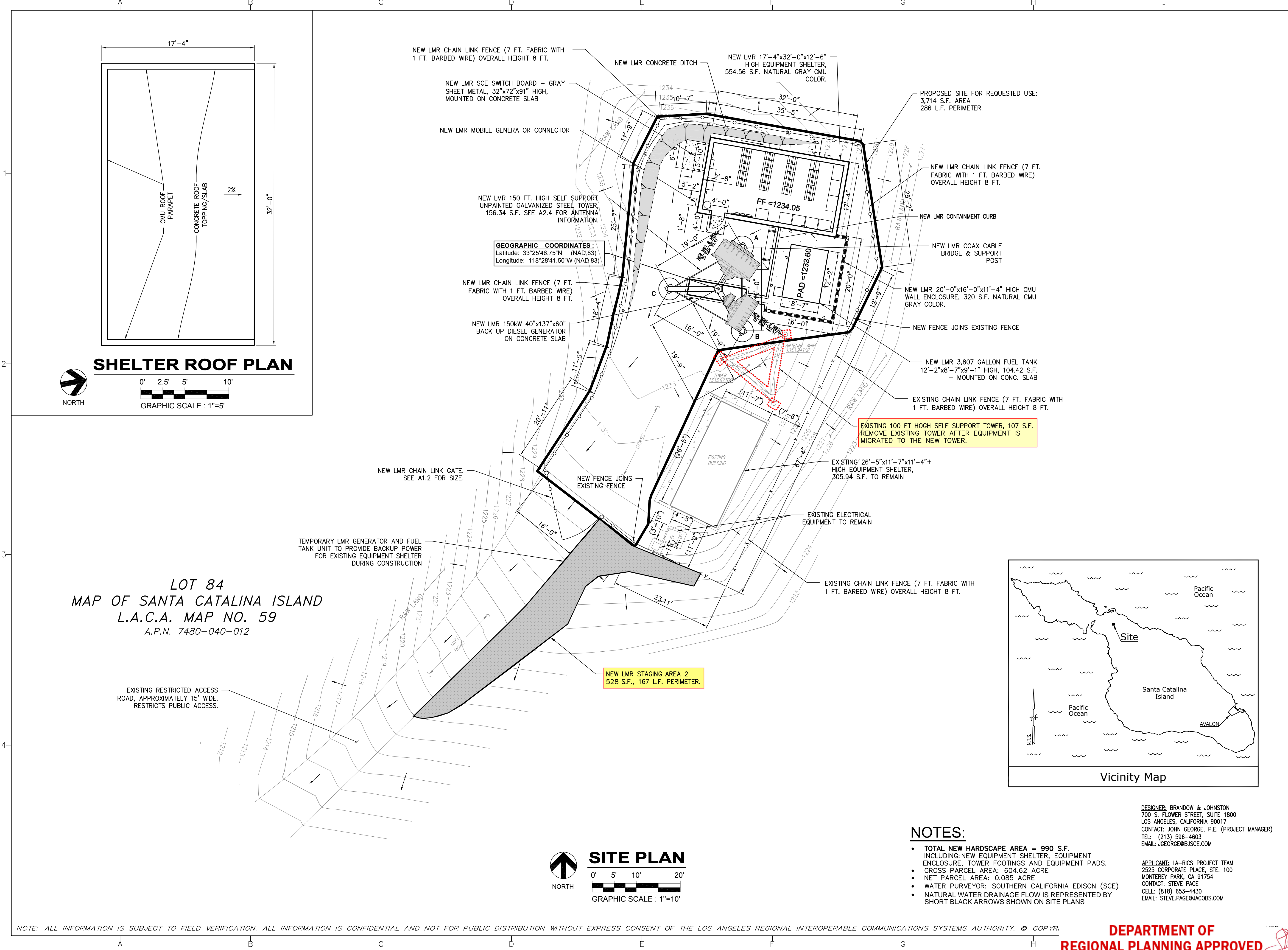
1. Within five (5) days of NTP issuance to Contractor to commence work, provide Method of Procedure (MOP) to the LA-RICS Authority, for review and approval, which outlines the steps and tasks required to complete the project, which includes, but is not limited to, equipment to be used, contacts, planned access routes, planned staging area.
2. Prior to commencement, create a photographic history record of the site, and provide such record to the ACM.
3. Report any damage observed to the site, such as broken or cut fence; broken gate locks; removed or damaged metal screens, etc. and provide photos when possible.
4. Building Regulations - Carry out all building regulations, laws, and ordinances, though such requirements are not specifically mentioned in this Contract.
5. Defective Work - Correct any imperfect work whenever discovered before the LA-RICS Authority's final acceptance. No work that is deficient shall be considered as accepted in the consequence of the failure of any employee of the LA-RICS Authority to point out said deficiencies or to order them corrected during performance of the work.
6. Repair of Damage - Repair, at Contractor's expense, any damage caused by the Contractor outside the scope of the required demolition and/or cleanup. Restore the damaged areas or surfaces to a condition equal to and matching the condition existing before the damage by the repair of existing work or by replacement of damaged materials with new materials as necessary for property restoration.
7. General Supervision - At all times keep a knowledgeable general supervisor on the project site who shall be authorized by the Contractor to execute this Contract's requirements and who shall have the ability to organize the work, and the work of subcontractor(s), if any, to attain complete cooperation, and minimize delays.
8. Provide daily report to reflect site activities/demolition/cleanup progress.

V. Methods and Application

The Contractor is solely responsible for their means and methods of work performed.

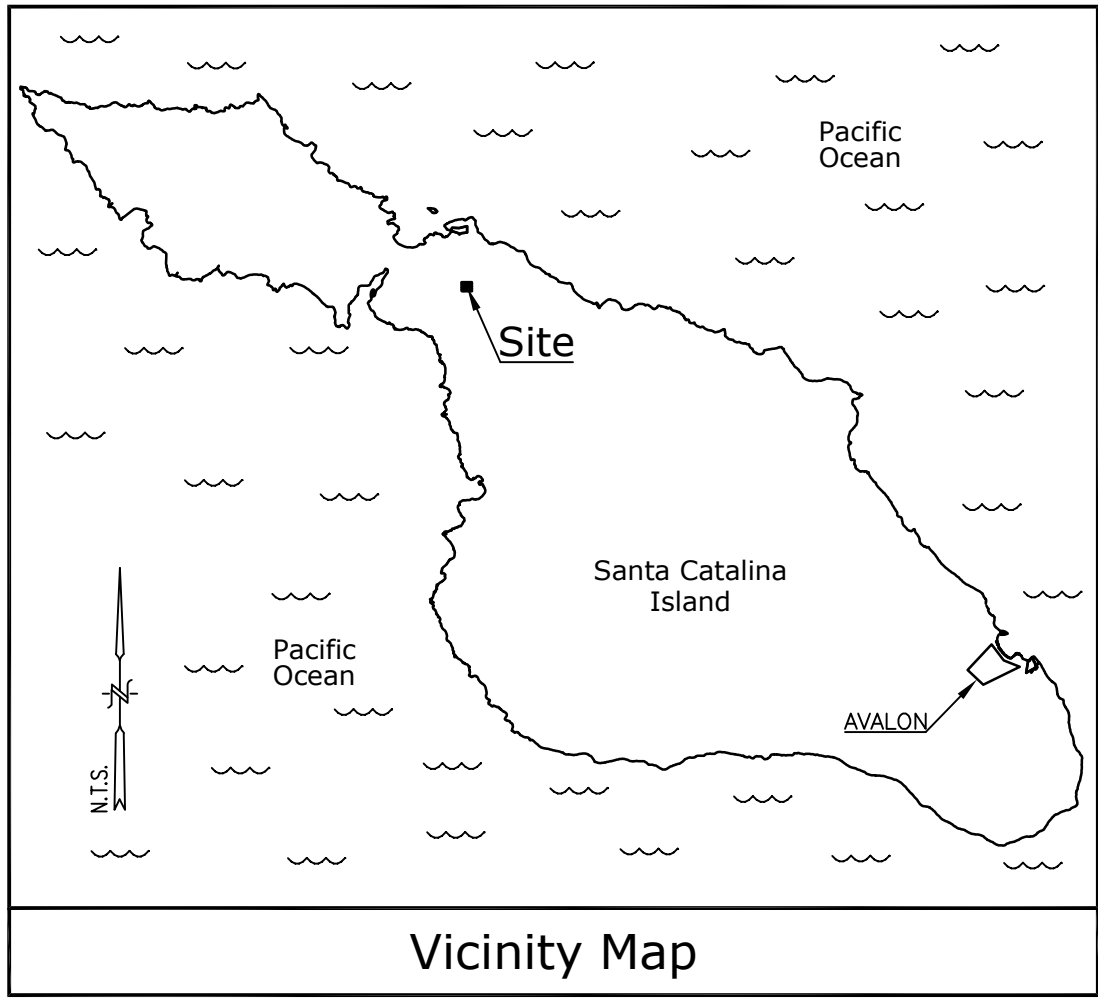
W. Final Inspection

Upon the completion of the work specified by this Contract, the Contractor shall notify the LA-RICS Authority when the Contractor desires a final inspection of the work. The LA-RICS Authority signee will make such requested inspection as soon as possible thereafter. Contractor shall generate a list of punch items for review and approval by the LA-RICS Authority, and Contractor has seven (7) calendar days to resolve any issues/comments included in the approved punch list.



LOT 84
MAP OF SANTA CATALINA ISLAND
L.A.C.A. MAP NO. 59
A.P.N. 7480-040-012

EXISTING RESTRICTED ACCESS
ROAD, APPROXIMATELY 15' WIDE,
RESTRICTS PUBLIC ACCESS.



- NOTES:**
- TOTAL NEW HARDSCAPE AREA = 990 S.F. INCLUDING: NEW EQUIPMENT SHELTER, EQUIPMENT ENCLOSURE, TOWER FOOTINGS AND EQUIPMENT PADS.
 - GROSS PARCEL AREA: 604.62 ACRE
 - NET PARCEL AREA: 0.085 ACRE
 - WATER PURVEYOR: SOUTHERN CALIFORNIA EDISON (SCE)
 - NATURAL WATER DRAINAGE FLOW IS REPRESENTED BY SHORT BLACK ARROWS SHOWN ON SITE PLANS
- DESIGNER: BRANDOW & JOHNSTON
700 S. FLOWER STREET, SUITE 1800
LOS ANGELES, CALIFORNIA 90017
CONTACT: JOHN GEORGE, P.E. (PROJECT MANAGER)
TEL: (213) 596-4603
EMAIL: JGEORGE@BJSCE.COM
- APPLICANT: LA-RICS PROJECT TEAM
2525 CORPORATE PLACE, STE. 100
MONTEREY PARK, CA 91754
CONTACT: STEVE PAGE
CELL: (818) 653-4430
EMAIL: STEVE.PAGE@JACOBS.COM

Los Angeles Regional Interoperable Communications System

MOTOROLA

BRANDOW & JOHNSTON
STRUCTURAL-CIVIL ENGINEERS (B&J HBK, INC.)
700 S FLOWER ST #1800, LOS ANGELES, CA 90017
T: (213) 596-4600
WWW.BJSCE.COM

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM

TWR
TOWER PEAK

BANNING HOUSE ROAD, SANTA CATALINA ISLAND, CALIFORNIA 90704

REV	DATE	DESCRIPTION	BY
2	06/07/18	REVISED ZD	JG
3	08/27/18	REVISED ZD	JG
4	12/04/18	REVISED ZD	JG
5	02/27/19	REVISED ZD	JG
6	04/10/19	REVISED ZD	JG
7	05/03/19	REVISED ZD	JG
8	08/26/19	REVISED ZD	JG
9	11/02/19	REVISED ZD	JJ

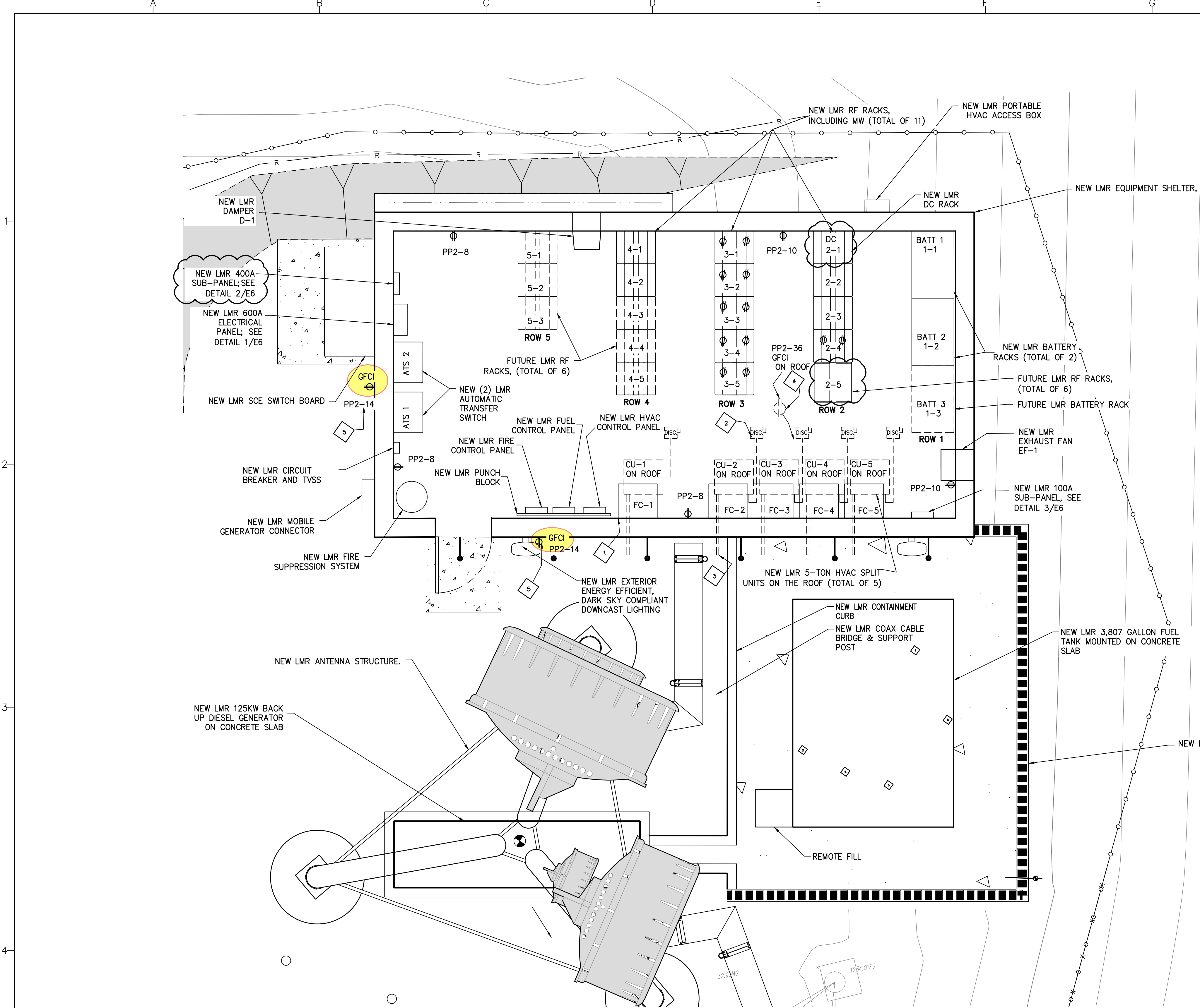
B&J HBK JOB NUMBER: C18-0020

SHEET TITLE

SITE PLAN

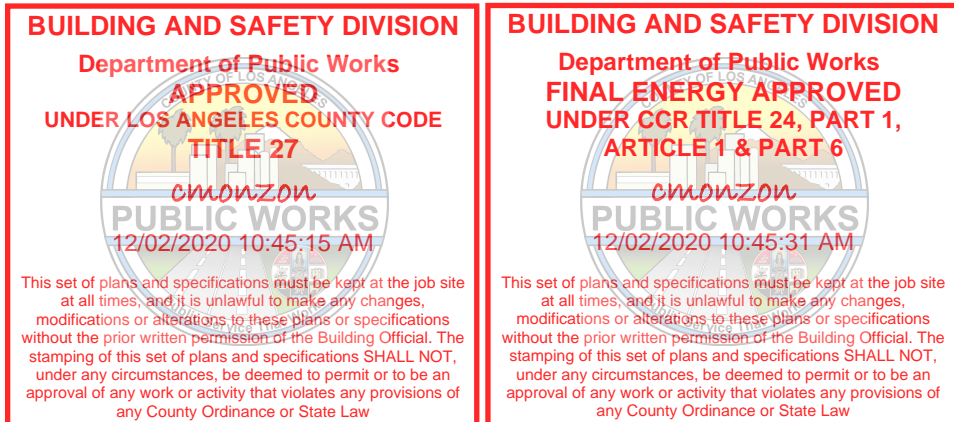
A1.0

LMR-TWR-A1.0



KEYNOTES:

- FAN COIL POWER:
FC-X (SOUTH WALL OF SHELTER: 1,2,3,4,5) SOURCE
CIRCUIT BREAKERS IN PP2, RATED 15A-2P, SHALL HAVE
LOCKING HARDWARE, LOCKABLE OPEN. HOMERUNS: (2)#12,
(1)#12-GND, 3/4 IN. C. EA.
- CONDENSING UNIT POWER:
CU-X (ROOF:1,2,3,4,5) SOURCE CIRCUIT BREAKERS INPP2,
RATED 40A-2P. SAFETY SWITCHES SHALL BE RATED
60A-2P-240V AND FUSED AT 40A, NEMA 3R, UNISTRUT
MTD. +42". HOMERUNS ARE PARTIALLY RUN ON OOTOP.
THEY ARE SUBJECT TO AMBIENT TEMP. CORRECTION (100
DEG F. + 60 DEG F.), (40A/0.5) = 80A, WITH 90 DEG
C. THWN-2, DERATED HOMERUN, (2)#4, (1)#10-GND,
3/4"C. EA.
- CONTROL WIRING FC-X/CU-X:
ROUTE (3)#18, 1/2"C. (DEDICATED CONDUIT SEPARATE
FROM POWER) BETWEEN FAN COIL AND CONDENSING UNIT,
FOLLOWING PATH OF REFRIGERANT PIPING.
- ROOFTOP RECEPTACLE
MOUNT ROOFTOP RECEPTACLE ADJACENT TO DISCONNECT
SWITCH, UNISTRUT MTD. MIN. +12". RECPTACLE SHALL BE
GFCI, WEATHERPROOF, EXTRA DUTY, WEATHER RESISTANT.
- EXTERIOR RECEPTACLES:
GFCI, WEATHERPROOF, EXTRA DUTY, WEATHER RESISTANT.
OUTLET SHALL BE MTD. TO BUILDING +18" (AFG).



ENLARGED SITE AND FLOOR PLAN



NOTE: ALL INFORMATION IS SUBJECT TO FIELD VERIFICATION. ALL INFORMATION IS CONFIDENTIAL AND NOT FOR PUBLIC DISTRIBUTION WITHOUT EXPRESS CONSENT OF THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEMS AUTHORITY. © COPYRIGHT 2016, LA-RICS AUTHORITY. ALL RIGHTS RESERVED.



LA-RICS

Los Angeles Regional Interoperable
Communications System



MOTOROLA

hbk
ENGINEERING

A QUANTA SERVICES COMPANY

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM

TWR
TWR TOWER PEAK

10007U BANNING HOUSE RD., AVALON, CA 90704

CONSTRUCTION DRAWINGS

REVISIONS

REV	DATE	DESCRIPTION	BY
6	11/30/20	100% CD	AM
1	05/20/20	100% CD	AM
2	06/18/20	100% CD	AM
3	07/21/20	100% CD	AM
4	08/21/20	100% CD	AM
5	11/12/20	100% CD	BWAB

B&J HBK JOB NUMBER: C18-0027



REGISTERED PROFESSIONAL ENGINEER
CORAA PAULI
22388
EXP 06/30/22
ELECTRICAL
STATE OF CALIFORNIA

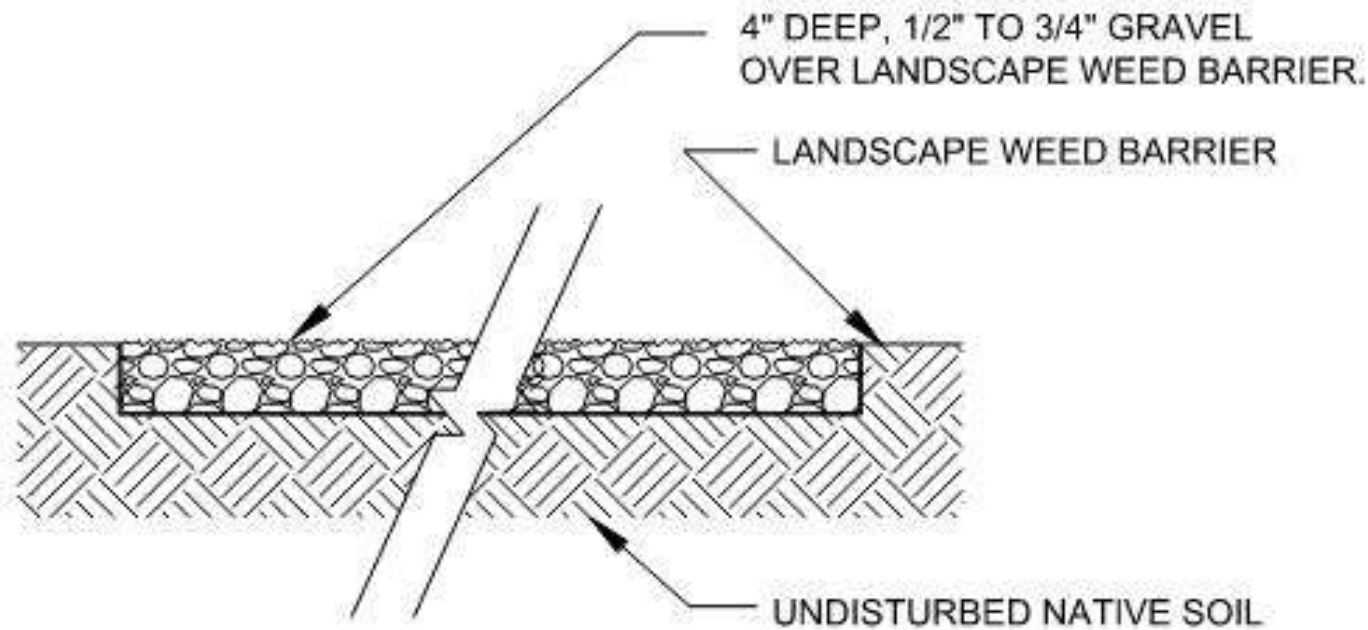
DATE: 11/30/20

SHEET TITLE

ENLARGED
SITE AND
FLOOR PLAN

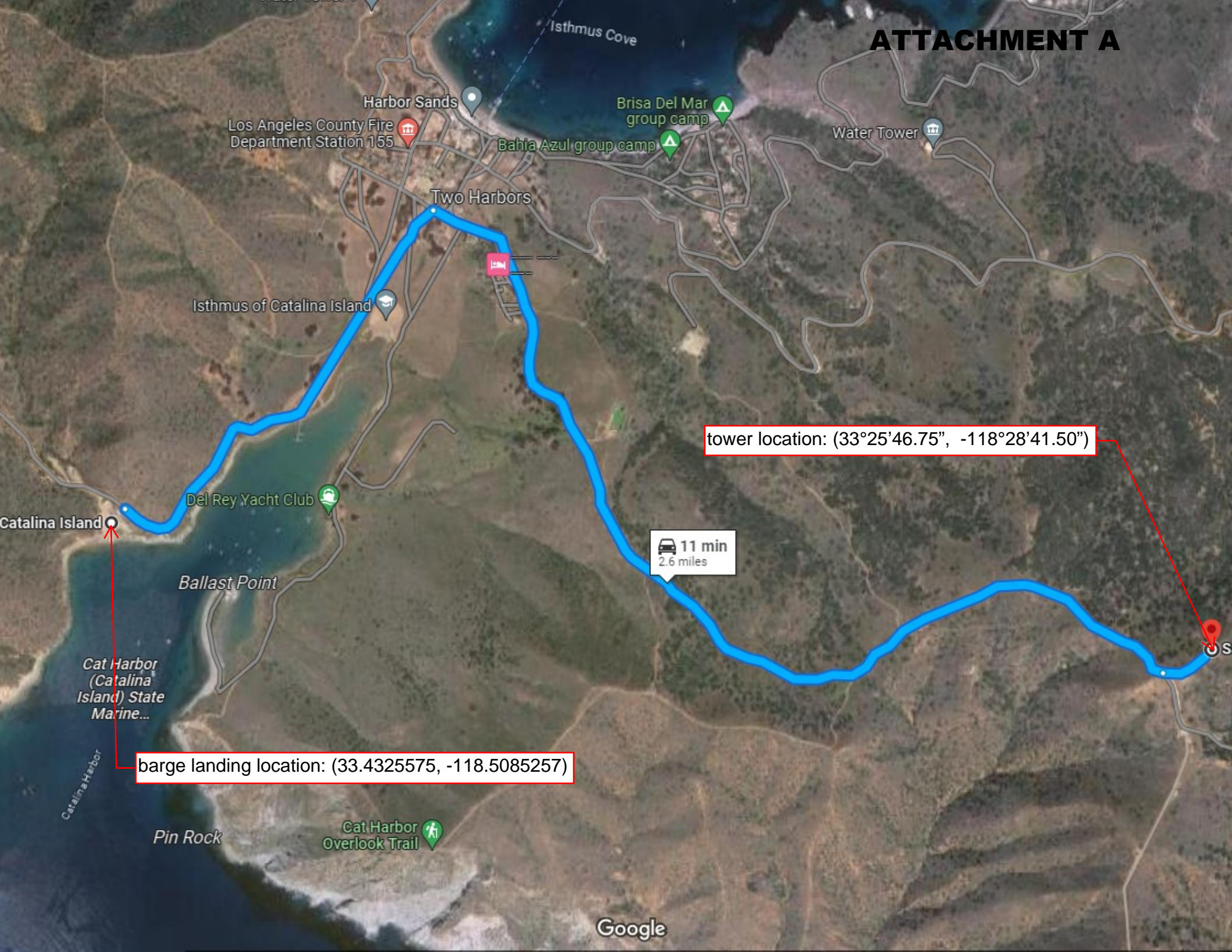
E3

LMR-TWR-E3

**NOTES:**

1. GRAVEL AND LANDSCAPE WEED BARRIER TO COVER ENTIRE LEASE AREA
2. IF FENCED, GRAVEL AND LANDSCAPE WEED BARRIER TO EXTEND 12" BEYOND FENCE
3. WEED BARRIER SHALL BE MIRAFI 140NC OR APPROVED EQUAL

ATTACHMENT A



tower location: (33°25'46.75", -118°28'41.50")

barge landing location: (33.4325575, -118.5085257)

11 min
2.6 miles

**Applicable Mitigation Measures, LA-RICS LMR Site TWR
Master LMR Mitigation List**

The Authority will implement the following site-specific measures to minimize impacts associated with proposed LMR project site activities.

AQ MM 1 – Weekly Air Monitoring Estimate

No later than 12:00 p.m. on the Thursday prior to each week of construction, the contractor shall submit a report to the Authority for review and approval which includes, at minimum, the following information: (1) a list of the types and numbers of pieces of on-site construction equipment that will operate at each proposed Project site within the SCAB on each day of the following week of construction; (2) an estimate of the combined total of NOX emissions from all construction activities at all proposed Project sites in the SCAB for each day of the week and verification that the total does not exceed 100 pounds; (3) if combined NOX emissions are forecast to exceed 100 pounds on any day during the week following submittal of the report, the report shall document this fact, and the contractor shall substitute equipment with Tier 4 engines that adhere to emissions standards listed in 40 CFR 1039.101 for all types of off-road equipment to which USEPA regulations apply to the extent necessary to reduce emissions to 100 pounds, or otherwise limit construction activity to the extent necessary to reduce daily basin-wide NOX emissions to 100 pounds, to the satisfaction of the Authority. Compliance with this requirement shall be documented in the following week's report.

BIO MM 1 - Mitigation Monitoring and Reporting Plan

Prior to construction, the Authority shall develop and implement or require the system contractor to develop and implement a mitigation monitoring and reporting plan (MMRP) for the proposed Project. The MMRP would serve to organize environmental compliance requirements identified in best management practices (BMPs), mitigation measures, permit requirements, real property agreement conditions, coordination with the land management agency(s), and other applicable sources. The MMRP shall contain an organization chart and communication plan for environmental compliance as it relates to the proposed Project.

BIO MM 2 - Worker Environmental Awareness Program

Prior to construction, the Authority shall develop and implement or require the system contractor to develop and implement, including coordination with the respective land management agency, a Worker Environmental Awareness Program (WEAP) for the proposed Project. This mitigation measure would serve to institute and formalize an education program to increase awareness of environmental resources and measures and rules that are in place to help minimize impacts to those resources.

a) A WEAP shall be developed and shall be required for all construction employees prior to placement of Project equipment, construction, or any ground disturbing activities at the proposed Project site. Training of additional workers, contractors, and visitors shall be provided, as needed.

b) The WEAP is to inform on-site workers of the possible presence of special status species, the measures to be taken to protect these species, and the importance of minimizing impacts to the natural environment through the protection of native vegetation, adhering to required buffers and protection zones, staying on existing roads, and implementing BMPs that includes containment of any spills, disposal of trash, and management of runoff and sediment transport.

c) To assure long-term implementation of mitigation measures, an information sheet listing potential sensitive species and what to do if any are encountered shall be prepared, distributed to workers, and posted on site.

BIO MM 3 - Biological Compliance Reporting

A biological monitor shall visit all active construction sites at least once weekly to document compliance and provide reports to the Project administrator on a weekly basis.

BIO MM 4 - Site Sanitation

a) The contractor shall keep a regulated work area free of litter and trash. Trash and discarded food items shall be contained within an appropriate receptacle and removed daily to avoid attracting wildlife to the construction site, contribute to habituation of wildlife to the presence of humans, or to attract avian or mammalian predators to the area.

b) All construction debris (including nuts, bolts, small pieces of wire, etc.) shall be cleaned up (e.g., trash removed, scrap materials picked up) each day that work is conducted to minimize the likelihood of wildlife visiting the site and consuming microtrash (e.g., zip-ties, bottle caps, cigarette butts), discarded food, or other substances.

BIO MM 5 - Hazardous Materials Management

a) A toxic substance management and spill response plan shall be prepared by the contractor for review and approval by the Authority.

b) Hazardous materials shall be contained; spills shall be prevented; and any spills at the Project site or along access roads shall be contained and cleaned up immediately.

c) All construction vehicles are required to carry at least one spill response kit.

d) Any spills shall be accounted for in reports prepared by the biological/environmental monitor.

BIO MM 6 - Anti-perch Devices

Anti-perch devices shall be affixed to any elevated, horizontal structure (this includes the top quarter-arc of disc antennas) suitable for perching or nesting by raptors, ravens, vultures, gulls, or other large birds to deter the use of these facilities as perch or nest sites to avoid attracting avian predators to the area, and so as not to contribute to the habituation of condors to the presence of humans. Anti-perch devices shall be inspected annually and repaired as needed.

BIO MM 8 - Biological Monitoring

A qualified biological monitor shall be present at the site during construction activities that result in ground disturbance or removal of vegetation to ensure all mitigation measures are met. Duties of the biological monitor include checking for the presence of wildlife on the construction site, inspecting trenches or holes for trapped wildlife, surveying for the presence of nesting birds and adherence to nesting bird protection buffers, monitoring construction site boundaries, and checking that vegetation flagged for protection is not disturbed.

BIO MM 9 - Protect Native Vegetation and Common Wildlife

- a) Minimize disturbance to native perennial plants; new ground disturbance shall be the minimum necessary and established and delineated prior to any earth-moving activities.
- b) If native perennial vegetation cannot be avoided and would be impacted or destroyed, the disturbance area is to be surveyed for the presence of special status plants and to remove common species of wildlife prior to destruction of the vegetation.
- c) At no time shall protected species be handled or moved. If a protected species is found within the construction area, all work that may impact that animal shall cease and the appropriate agency(s) shall be contacted (e.g., USFWS, CDFW, land management agency). The animal shall be allowed to leave the site on its own accord.
- d) Prior to construction or any ground-disturbance activities, mark the construction disturbance limits and monitor for adherence to these boundaries.
- e) Stay on existing roads.
- f) Do not remove native trees; construction limits shall be established to avoid walnuts, oaks, and any other sensitive species habitat and the limits shall be flagged by a biological monitor.
- g) Protect tree root systems by precluding paving, trenching, or other ground disturbing activities; and preclude heavy equipment from driving, parking, or staging within the tree's dripline.
- h) Any loss of native perennial vegetation, whether planned or unintentional, is to be accounted for in reports prepared by the biological monitor.

BIO MM 10 - No Pets

Construction and maintenance workers shall be prohibited from bringing pets (especially dogs) to non-urban Project sites, as the domestic animal may harass or kill native wildlife present at the site.

BIO MM 11 - Site Access

- a) On access roads operate all vehicles within the posted speed limits.
- b) If access road speed limits are not posted, do not exceed 15 miles per hour (mph).

c) Adjust vehicle speed as appropriate to road conditions; avoid causing ruts and gullies, and minimize dust.

d) Watch for wildlife on roads (including amphibians, snakes, rodents, and tortoises), especially during raining periods, and avoid running them over.

e) Look under parked vehicles for the presence of wildlife (especially desert tortoise) before pulling away to avoid running over wildlife.

f) Do not park on or drive over native perennial vegetation.

g) Avoid cutting corners on access roads and impacting vegetation when large equipment and trailers are brought to the Project site.

h) Do not drive off the designated roadway or make any modifications to the road or road shoulders.

BIO MM 17 - Raptor Protection

a) If construction activities occur during the American peregrine falcon, bald eagle, golden eagle, long-eared owl, or burrowing owl breeding period, January 1 through July 31, preconstruction surveys would be conducted in all suitable habitats within 500 feet of the Project site as well as within a species-appropriate distance beyond the 500-foot buffer based on line of sight between potential nesting habitat and the construction site.

b) If construction takes place during the breeding period, the biological monitor shall contact appropriate land management and resource agencies to ascertain if they have any current information on raptor nesting activities in the general vicinity of the proposed Project sites.

c) If an active American peregrine falcon, bald eagle, golden eagle, long-eared owl, or burrowing owl nest is discovered within 500 feet of the construction site, work shall not be undertaken at that site until the nest is no longer active, with an additional five days to allow the fledging birds to disperse. An active nest is defined as one that is attended, built, maintained, or used by a pair of birds during a given breeding season, whether or not eggs are laid; a nest is considered inactive if not attended to for a period of 10 days or longer.

d) If an active American peregrine falcon, bald eagle, golden eagle, long-eared owl, or burrowing owl nest is discovered between 500 feet and 0.5 mile of the construction site, the potential for disturbance of the nesting birds would be evaluated based on line-of-sight, degree of potentially disturbing activities, and other site-specific factors. If the CDFW and land management agency concur, the protection buffer distance may be reduced.

BIO MM 18 - Nesting Bird Protection

a) It is preferred that removal of trees or large tree limbs and other vegetation removal activities such as grubbing or shrub clearing avoid the typical bird nesting season of January 1 through September 15.

- b) If construction activities occur during the bird nesting season, and to prevent disturbance to or destruction of nests of protected native bird species that could occur as a result of vegetation removal, disturbance, or other on-site construction activities, preconstruction surveys for nesting birds shall be conducted by a qualified biological monitor within 10 calendar days prior to on-site construction-related disturbance activities from March 1 through September 15 for non-raptors, and January 1 through July 31 for raptors.
- c) If nesting protected non-raptor species are detected, a 300-foot avoidance buffer shall be implemented; a 500-foot avoidance buffer would be applied to any active nest of a raptor or other species of special status bird.
- d) Appropriate site-specific buffers may be established with the approval of a project designated avian expert, based in part on the species of nesting bird present, location of nest, nesting phenology, magnitude of potential disturbance, and other site conditions (e.g., levels of ambient noise; line-of-sight).
- e) If construction activities would occur within the general buffer distances for active nests (300 feet for non-raptors and 500 feet for raptors), a biologist monitor must be present during those activities.
- f) No active nests may be destroyed; inactive bird nests may be destroyed as part of vegetation removal but may not be reduced to possession.
- g) Between September 16 and December 30, grubbing, shrub clearing, and tree/limb removal activities are not subject to restrictions based on the protection of migratory birds.
- h) Comply with the USFWS Office of Migratory Birds voluntary guidelines (USFWS 2013a) for communications tower placement, construction, and operation.
- i) For any towers that must exceed 199 feet in height, lighting requirements would be designed in cooperation with FAA and USFWS Office of Migratory Birds to minimize attraction and resulting mortality of migratory birds.

BIO MM 19 - Trenches and Holes Management

- a) The contractor shall cover or backfill all trenches the same calendar day they are opened, where practicable.
- b) If trenches or holes cannot be closed the same day they are made, covers shall be firmly secured at ground level in such a way that small wildlife cannot slip beneath. At sites that require the presence of a biological monitor, trench covers shall be approved by the monitor.
- c) Open trenches shall be inspected regularly throughout the day and prior to filling to remove any trapped common wildlife (e.g., small mammals, reptiles, amphibians) and to check for the presence of protected wildlife species (e.g., arroyo toad) at Project sites that require the presence of a biological monitor.

- d) If a protected wildlife species is present in the trench, the on-site Biological Monitor shall contact USFWS immediately, ensure the protected species is not in immediate danger, and wait for instruction by USFWS.
- e) Covered trenches and holes at sites where biological monitors are present are to be inspected by the monitor at the end of the work day and prior to initiating construction activities the next day.
- f) In locating trenches or holes, disturbance to natural vegetation, including plant root systems shall be minimized.
- g) Prior to trenching, the construction disturbance limits and monitor for adherence to these boundaries shall be marked.

BIO MM 20 - Santa Catalina Island Fox Protection

- a) As part of BIO MM 2- WEAP, construction crews shall be informed of the possible presence of the Santa Catalina Island fox and the measures to be taken to avoid impacts to the fox.
- b) Conduct all grubbing and grading outside the pupping season for island fox, which extends from March 1 through June 30.
- c) Prior to initiation of construction activities, the Project site plus a 250-foot buffer shall be inspected by a qualified biologist for the presence of Santa Catalina Island fox dens; if a den is located, no construction activities may be initiated and USFWS and California Department of Fish and Wildlife shall be contacted.
- d) As part of BIO MM 8 - Biological Monitoring, the biological monitor shall inspect the work area, including equipment storage sites and staging areas, for the presence of foxes each day prior to initiation of on-site work.
 - a. Construction equipment that may be used as hiding cover by a fox (e.g., open pipes, equipment piles) shall be inspected by the Biological Monitor prior to moving.
 - b. The Biological Monitor shall report the location of raccoons or sick animals, including island foxes, to the Catalina Island Conservancy at (310) 510-1299 ext. 230. The Catalina Island Conservancy compiles this information and will notify the Service, if appropriate.
 - c. Upon locating dead or injured island foxes, the Biological Monitor shall notify the USFWS Division of Law Enforcement in Torrance, California, at (310) 328-6307 and the Carlsbad Fish and Wildlife office at (760) 431-9440 ext. 274 as soon as possible, not to exceed 24 hours. Notification shall also be provided to the Catalina Island Conservancy at (310) 510-1299 ext. 230 as the Catalina Island Conservancy conducts necropsies to determine cause of death and compiles information regarding island fox injury and mortality to inform future management.
- e) Feeding of island foxes is prohibited.
- f) As part of BIO MM 9- Protect Native Vegetation and Common Wildlife, feeding of feral cats, free-ranging domestic animals, and wildlife is prohibited.
- g) As part of BIO MM 4- Site Sanitation, lids shall be securely affixed to all dumpsters, trash cans, and water containers. Securely contain any construction materials that could cause the entanglement of island foxes (nets, ropes, wires, etc.), especially overnight.

- h) As part of BIO MM 5 - Hazardous Materials, lids shall be securely affixed to all containers with hazardous substances.
- i) As part of BIO MM 11– Site Access, personnel shall be vigilant for island foxes, and if safety allows, come to a complete stop if a fox is detected near the edge of the road. Island foxes are naive to vehicles and typically do not move to avoid collisions.

BIO MM 23 - Prevent the Spread of Nonnative Vegetation

- a) All ground disturbed by construction activities that would not be paved, landscaped, or otherwise permanently stabilized (e.g., graveled, soil compaction) shall be seeded using species native to the Project vicinity.
- b) To prevent the introduction of invasive species seeds, all earthmoving and hauling equipment shall be inspected at the equipment storage facility to remove soil and vegetation; and the equipment shall be washed prior to entering the construction site.
- c) To prevent invasive species seeds from leaving the site, all construction equipment shall be inspected, and all attached plant/vegetation and soil/mud debris shall be removed prior to leaving the construction site.

BIO MM 24 - Special Status Plants Surveys and Protection

- a) As part of BIO MM 2 - WEAP, construction crews shall be informed prior to the onset of construction activities of the possible presence of special status plants in the area and the importance of maintaining native vegetation.
- b) At identified sites, surveys for special status plants shall be conducted by a qualified botanist prior to ground-disturbing activities, in the proper season and in suitable habitat surrounding the proposed Project site or any area subject to ground disturbance, including access roads.
- c) If a special status plant is found to be present or if surveys are determined to be inconclusive, the areas requiring special protection would be marked prior to construction to provide a buffer to maintain the ecological context of the location at which the plant was found.
- d) Mitigation measure BIO MM 8 - Biological Monitoring shall apply at proposed Project sites where special status plants or their habitat are present, and protection buffers would be monitored for compliance.

CUL MM 1 - Archaeological or Native American Monitoring – Prehistoric Resources*

At Project sites with known or potential presence of prehistoric archaeological material (artifacts and/or features) within the defined APEs, qualified archaeological or Native American monitors shall be present during all subsurface excavation for tower or monopole foundations and during grading for access roads and structure foundations. The archaeological monitor will, at a minimum, have a B.A. in anthropology or related field or will have successfully completed an archaeological field methods school. The monitor will work under the supervision of an archaeologist who meets the Secretary of the Interior's

Professional Qualifications Standards (Project Archaeologist). The standards are published in CFR 36 Part 61 and found on the National Park Service website at http://www.nps.gov/history/local-law/arch_stnds_9.htm. In the event that prehistoric archaeological material is unexpectedly discovered within the APE, the procedures set forth in CUL MM 3 - Unexpected Discovery of Archaeological Materials shall be followed.

CUL MM 3 - Unexpected Discovery of Archaeological Materials

In the event that previously unidentified prehistoric or historic-age archaeological resources are uncovered, the following actions shall be taken:

- 1) All ground-disturbing work within 165 feet (50 meters) of the discovery shall be halted. The qualified archaeological monitor will mark the immediate area with highly visible flagging and immediately notify the Project Archaeologist.
- 2) The Project Archaeologist shall inspect the discovery and determine whether further investigation is required. If the discovery can be avoided and no further impacts will occur, the resource shall be documented on California State Department of Parks and Recreation cultural resource record forms, and no further effort shall be required.
- 3) If the resource meets the criteria for any or all of the categories described in (3) above, work shall remain halted, and the Project Archaeologist shall consult with LA-RICS Authority staff regarding methods to ensure that no substantial adverse changes occur. Preservation in place (i.e., avoidance) is the preferred method of ensuring no substantial adverse impacts occur on historic properties/historical resources and shall be required unless other equally effective methods are agreed upon among the Project Archaeologist, the Authority, and any other stakeholders. If the archaeological material appears to represent a site – defined as three or more artifacts and/or features in an intact deposit – an archaeological test program (Phase II) may be necessary. Associated mitigation measures include, but are not limited to, collection of the archaeological materials, recordation (e.g., DPR Primary Record and Site Forms), and analysis of any significant cultural materials in accordance with a Data Recovery Plan, and curation of artifacts at an approved curation facility. A curation agreement for this Project is already in place with the University of California, Los Angeles, Archaeological Collections Facility at the Fowler Museum. At the completion of the appropriate mitigation measures, a professional-level technical report shall be filed with the appropriate California Historical Resources Information System (CHRIS) Information Center (IC).
- 4) Work at the project location may commence upon completion of the appropriate mitigation treatment(s).

CUL MM 4 - Unexpected Discovery of Human Remains

In the event that human remains are unexpectedly encountered, the following procedures shall immediately be followed. This guidance is also provided on the NAHC's website at <http://nahc.ca.gov/resources/discovery-of-native-american-human-remains-what-to-do/>.

- 1) All construction activity shall stop immediately, and the Project Archaeologist shall be notified. The Project Archaeologist will contact the Los Angeles (or applicable) County Coroner. The list of California Coroners can be found on the Native American Heritage Commission's website at <http://nahc.ca.gov/2015/06/implementation-of-ab52-sampleletters-request-for-formal-notification-and-request-for-consultation/>.
- 2) The Coroner has two working days to examine human remains after being notified by the responsible person. If the remains are Native American, the Coroner has 24 hours to notify the Native American Heritage Commission.
- 3) The Native American Heritage Commission will immediately notify the person it believes to be the most likely descendent of the deceased Native American.
- 4) The most likely descendent has 48 hours to make recommendations to the owner, or representative, for the treatment or disposition, with proper dignity, of the human remains and grave goods.
- 5) If the descendent does not make recommendations within 48 hours the owner shall reinter the remains in an area of the property secure from further disturbance, or;
- 6) If the owner does not accept the descendant's recommendations, the owner or the descendent may request mediation by the Native American Heritage Commission.

GEO MM 1 : Prior to or concurrently with submittal of the application for a building permit for any portion of the proposed Project site, the Contractor shall:

1) Submit to the appropriate municipality (County of Los Angeles, County of San Bernardino, or city having jurisdiction over the site) a site-specific, design-level geotechnical report reviewed and approved by both an engineering geologist licensed in the State of California and a civil engineer licensed in the State of California. The report shall comply with all applicable state and local code requirements and shall:

- a. include an analysis of the expected ground motions at the site from known active faults using accepted methodologies
- b. include an analysis of all potential geologic hazards including but not limited to, landslides, mudslides, liquefaction potential, identification of active faults, land spreading, and land subsidence. The report shall be prepared in accordance with and meet the requirements of the County of Los Angeles Department of Public Works (LACDPW) Manual for Preparation of Geotechnical Reports, July 1, 2013.
- c. Specify liquefaction mitigations that shall use proven methods generally accepted by professional engineers to reduce the risk of liquefaction to a less than significant level such as:
 - i. subsurface soil improvement
 - ii. deep foundations extending below the liquefiable layers

- iii. structural slabs designed to span across areas of non-support
 - iv. soil cover sufficiently thick over liquefaction soil to bridge liquefaction zones
 - v. dynamic compaction
 - vi. compaction grouting
 - vii. jet grouting
 - viii. mitigation for liquefaction hazards suggested in the California Geological Survey's (CGS) Geology Guidelines for Evaluating and Mitigating Seismic Hazards (CGS Special Publication 117, 1997) including edge containment structures (berms, dikes, sea walls, retaining structures, compacted soil zones), removal or treatment of liquefiable soils, modification of site geometry, lowering the groundwater table, in-situ ground densification, deep foundations, reinforced shallow foundations, and structural design that can withstand predicated displacements
- d. Determine structural design requirements as prescribed by the most current version of the California Building Code, including applicable local county and local city amendments, to ensure that structures can withstand ground accelerations expected from known active faults
- e. Determine the final design parameters for walls, foundations, foundation slabs, utilities, roadways, parking lots, sidewalks, and other surrounding improvements
- 2) Project plans for foundation design, earthwork, and site preparation shall incorporate all of the mitigations in the site-specific investigations.
- 3) The project structural engineer shall review the site-specific investigations, provide any additional necessary mitigation to meet Building Code requirements, and incorporate all applicable mitigations from the investigation in the structural design plans and shall ensure that all structural plans for the project meet current Building Code requirements.
- 4) Site construction shall not begin until:
- a. The registered geotechnical engineer representing the applicable permitting municipality for the project site (county or city), or third party registered engineer retained to review the geotechnical reports, has reviewed each site specific geotechnical investigation, approved the final report, and required compliance with geotechnical mitigations contained in the investigation in the plans submitted for the grading, foundation, structural, infrastructure and other relevant construction permits; and
 - b. The applicable permitting municipality for the project site (county or city) has reviewed all project plans for grading, foundations, structural, infrastructure and other relevant construction permits to ensure compliance with the applicable geotechnical investigation and other applicable Code requirements.

HAZ MM 3: Fire Management Plan.

Prior to construction activity, the Authority shall work with the agency responsible for fire protection in the jurisdiction where the site is located to develop and implement a fire management plan for use during construction activity. The plan will identify project locations, project descriptions, anticipated construction activities, limitation of activities during periods of elevated fire risk (e.g., “red flag” days), level of suppression equipment required on site, training requirements, and points of contact.

UTL MM 1: In the event groundwater in sufficient quantity is encountered to require dewatering, a discharge permit shall be obtained from the applicable RWQCB prior to construction, and removal or discharge of water would be in accordance with the terms and conditions of the permit.

* For Santa Catalina Island LMR sites, both a Native American monitor and an archaeological monitor are required under CUL MM 1. Native American monitoring is up to the Tribe’s discretion.

SCHEDULE OF PRICES

NOT ATTACHED TO SAMPLE CONTRACT

**PLEASE REFER TO EXHIBIT 7 (SCHEDULE OF PRICES) CONTAINED
WITHIN APPENDIX B (REQUIRED FORMS) OF THE IFB, WHICH WILL
FORM THIS EXHIBIT 2 (SCHEDULE OF PRICES) PRIOR TO
EXECUTION OF THE RESULTANT CONTRACT**

LA-RICS AUTHORITY'S ADMINISTRATION

CONTRACT NO. _____

LA-RICS AUTHORITY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

LA-RICS AUTHORITY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

LA-RICS AUTHORITY GRANT FUNDING REQUIREMENTS

"Consultant" and "Contractor" are used interchangeably throughout this exhibit, and refer to the same entity who has received an award from the Authority.

1. Funding Resources

The parties anticipate that various government funding resources ("Funding Resources"), including municipal, State, federal and/or local grants or other funds, will be used to pay for the Work, including each Deliverable under the Agreement. Certain federal and/or state grant programs that may provide Funding Resources include, but are not limited to, those listed in this Section 1. This list of Funding Resources is not exhaustive and additional Funding Resources may be used to fund portions of the Agreement.

1.1 Urban Area Security Initiative ("UASI")

UASI was authorized by the USA Patriot Act of 2001 (Public Law 107-56) and the Department of Homeland Security Appropriations Act of 2005 (Public Law 108-334). Further information concerning this grant may be found at fema.gov/government/grant, dhs.gov, grants.gov and at CFDA Number 97.067.

2. General

2.1 Funding of Agreement

Funding for all periods of this Agreement is subject to the continuing availability of federal grants or other funds for the LA-RICS Authority. This Agreement may be terminated in accordance with Paragraph 16 (Compliance with Federal Grant Funding Requirements) of the Contract upon a loss or reduction of grant funds or other applicable Funding Resources.

2.2 Payment to Consultant

2.2.1 The LA-RICS Authority makes no commitment to fund this Project other than as stated in Paragraph 16 (Compliance with Federal Grant Funding Requirements), in particular subsection 16.3 (Funding Disallowance) of the Contract. The LA-RICS Authority shall review Consultant's performance on a periodic basis. If Consultant does not meet its performance measures, the LA-RICS Authority may, to the extent required or permitted under the Funding Resources, unilaterally reduce the compensation due to Consultant in compliance with the provisions set forth in the Agreement upon written notice to Consultant and as set forth by a written amendment to the Agreement.

2.2.2 Consultant shall be paid only for necessary, reasonable, allocable and allowable expenses incurred under the Agreement. If not on an advanced payment plan,

Consultant shall request reimbursements by submitting detailed invoices as required by the LA-RICS Authority. Consultant shall be reimbursed after the LA-RICS Authority has received the all required documents and after the LA-RICS Authority determines that Consultant has incurred and expended funds for reasonable and allowable costs under the Agreement.

3. Compliance with State and Federal Requirements

3.1 Requirements Applicable to All Grant Agreements

Consultant shall comply with all applicable requirements of state, federal and County of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing the Agreement. Consultant shall comply with state and federal laws and regulations pertaining to labor, wages, hours and other conditions of employment. Consultant shall comply with new, amended or revised laws, regulations and/or procedures that apply to the performance of the Agreement. These requirements include, but are not limited to, those listed below in this Section 3.

3.2 Office of Management and Budget (OMB) Circulars

Consultant shall comply with OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); Common Rule, Subpart C for public agencies, OMB Circular A-110 and/or 2 CFR 215 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

3.3 Single Audit Act

If federal funds are used in the performance of the Agreement, Consultant shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq. and any administrative regulation or field memos implementing the Act. The provisions of this section shall survive expiration or termination of the Agreement.

3.4 Americans with Disabilities Act

Consultant hereby certifies that it shall comply with the Americans with Disabilities Act 42, USC §§ 12101 et seq. and its implementing regulations. Consultant shall 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. Consultant shall not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract

entered into by Consultant relating to this Agreement shall be subject to the provisions of this section.

3.5 Political and Sectarian Activity Prohibited

- 3.5.1 None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, to further the election or defeat of any candidate for public office or for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to the Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.
- 3.5.2 If the Agreement provides for more than \$100,000 in grant funds or more than \$150,000 in loan funds, Consultant shall submit to the LA-RICS Authority a completed Exhibit A.1 (Certification Regarding Lobbying), if required, in accordance with 31 USC § 1352 and Department of Commerce implementing regulations published at 15 CFR Part 28, "New Restrictions on Lobbying." No funds will be released to Consultant until the Certification is filed.
- 3.5.3 Consultant shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Consultant. Consultant shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

3.6 Subcontracts and Procurement

- 3.6.1 Consultant shall comply with applicable federal standards in the award of any subcontracts. For purposes of the Agreement, subcontracts shall include but not be limited to, purchase agreements, rental and lease agreements, third party agreements, consultant service contracts and construction subcontracts.
- 3.6.2 Consultant shall ensure that the terms of the Agreement are incorporated into all its subcontract agreements. Consultant shall submit all its subcontractor agreements to the LA-RICS Authority for review prior to the release of any funds to the subcontractor. Consultant shall withhold funds to any of its subcontractor that fails to comply with the terms and conditions of the Agreement and the respective Consultant's agreement.

3.7 Labor

- 3.7.1 Consultant shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.F.R. 900, Subpart F).

- 3.7.2 Consultant shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7) as supplemented in the Department of Labor regulations (29 CFR Part 5), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874) as supplemented in the Department of Labor regulations (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) as supplemented in the Department of Labor regulations (29 CFR Part 5), regarding labor standards for federally assisted construction sub agreements.
- 3.7.3 Where labor is required for public works as part of any requirements covered by this Agreement and as such is defined by the California Labor Code, Consultant shall pay no less than the applicable prevailing wages specified. Copy of prevailing wage rates is available for perusal on request.
- 3.7.4 Consultant shall comply with the Federal Fair Labor Standards Act (29 USC § 201) regarding wages and hours of employment.
- 3.7.5 None of the funds shall be used to promote or deter union/labor organizing activities. CA Government Code Sec. 16645 et seq.
- 3.7.6 Consultant shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).
- 3.7.7 Consultant shall comply with the provisions of Article 3, Chapter 1, Part 7, Division 2 of the Labor Code of California, the California Child Labor Laws and all other applicable statutes, ordinances, and regulations relative to employment, wages, hours of labor and industrial safety.

3.8 Civil Rights

Consultant shall comply with all federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. §2000d, and implementing regulations), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794, 45 CFR, Part 84), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any

other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance; and (l) Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. §2000e).

3.9 Environmental

- 3.9.1 Consultant shall comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- 3.9.2 Consultant shall comply with environmental standards which may be prescribed pursuant to the following, as applicable: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514 and 12898; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523) and the California Safe Drinking Water and Toxic Enforcement Act of 1986; (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234); and (j) Section 508 of the Clean Water Act (38 U.S.C. §§1360 et seq.); and (k) Environmental Protection Agency regulations (40 CFR Part 15).
- 3.9.3 Consultant shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 3.9.4 Consultant shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4822 et seq.) that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 3.9.5 Consultant shall comply with the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) that restores and maintains the chemical, physical and biological integrity of the nation's waters.

- 3.9.6 Consultant shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this Project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- 3.9.7 Consultant ensures that it is in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §§21000 et seq., and California Code of Regulations, Title 14, Chapter 3, Section 15000-15007, including but not limited to as amended by Assembly Bill 1486 (2012), and is not impacting the environment negatively.
- 3.9.8 Consultant shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
- 3.9.9 Consultant shall comply, as applicable, with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.
- 3.9.10 Consultant shall comply with all applicable federal, state, and local environmental and historical preservation (EHP) requirements. Failure to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Consultant will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements.
- 3.9.11 Consultant shall assist the LA-RICS Authority in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these Grant funds.

3.10 Preservation

Consultant shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.) and Section 7 of the Endangered Species Act (16 U.S.C. 1531 et seq.).

3.11 Suspension and Debarment

Consultant shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Consultant shall submit a Certification Regarding Debarment required by Executive Orders 12459 and 12689, and any amendment

thereto. Said Certification shall be submitted to the LA-RICS Authority concurrent with the execution of the Agreement and shall certify that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. Consultant shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all its Subcontractors shall certify accordingly. Consultant shall immediately inform the LA-RICS Authority if it is debarred or becomes debarred during the term of the Agreement.

3.12 Drug-Free Workplace

Consultant shall comply with the Federal Drug-Free Workplace Act of 1988, 41 USC §§701 et seq., 28 CFR Part 67 and Department of Commerce implementing regulations published at 15 CFR Part 29, "Government-wide Requirements for Drug-Free Workplace (Financial Assistance)" (published in the Federal Register on November 26, 2003, 68 FR 66534), which require that Consultant take steps to provide a drug-free workplace; and the California Drug-Free Workplace Act of 1990, CA Gov't Code §§ 8350-8357.

3.13 Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225a, the recipient agrees to ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds, complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

3.14 Animal Welfare

Consultant shall comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §§2131 et. seq.).

3.15 Public Law 110-161

Consultant shall ensure, pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161), that grant funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 et Seq.) or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall grant funds be used in contravention of Section 303 of the Energy Policy Act of 1992 (42 USC 13212).

3.16 Public Law 103-227

Consultant must comply with Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that

smoking not be permitted in any portion of any indoor facility owned or leased or contracted by entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through state and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

3.17 Public Law 103-333

Consultant shall assure, pursuant to Public Law 103-333, to the extent practicable, that all equipment and products purchased with funds made available under the Agreement shall be American made.

3.18 Faith-Based Activities

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in this grant-funded program. However, a Consultant that participates in a grant-funded program shall comply with the following provisions if it is deemed to be a religious or faith-based organization.

3.18.1 Consultant may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this Contract. If Consultant conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Contract, and participation must be voluntary for the beneficiaries of the grant-funded programs or services.

3.18.2 A religious or faith-based Consultant will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct grant funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. A religious or faith-based Consultant may use space in their facilities to provide grant-funded services, without removing religious art, icons, scriptures, or other religious symbols. A religious or faith-based Consultant retains its LA-RICS Authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

3.19 USA Patriot Act of 2001

All recipients of financial assistance will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175–175c. Among other things, it prescribes criminal penalties for

possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The USA PATRIOT Act also establishes restrictions on access to specified materials. —Restricted persons, as defined by the USA PATRIOT Act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

3.20 Trafficking Victims Protection of 2000

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104), located at 2 CFR Part §175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient

- a. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- b. Procures a commercial sex act during the period of time that the award is in effect; or
- c. Uses forced labor in the performance of the award or sub-awards under the award. Full text of the award term is provided at 2 CFR §175.15.

3.21 Fly America Act of 1974

All recipients of financial assistance will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. §40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942

4. Audits and Inspections Applicable to All Grants

4.1 Records Inspection

At any time during normal business hours and as often as the Grantor, the U.S. Comptroller General, and the Auditor General of the State of California, through any of its authorized representatives, or the LA-RICS Authority, may deem

necessary, Consultant shall make available for examination, all of its records with respect to all matters covered by the Agreement. The LA-RICS Authority, the U.S. Comptroller General and the Auditor General of the State of California, through any authorized representative, shall have the LA-RICS Authority to audit, examine and make excerpts, or transcripts from records, including all Consultant's and its subcontractor's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by the Agreement. Consultant shall provide any reports to the LA-RICS Authority requested by any Funding Resource regarding performance of the Agreement.

4.2 Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the LA-RICS Authority with respect to all matters covered on file for all documents specified in the Agreement. Original forms are to be maintained on file for all documents specified in the Agreement. Such records shall be retained for a period of five (5) years after termination of the Agreement and after final disposition of all pending matters. "Pending matters" shall include, but are not limited to, an audit, litigation or other actions involving records. The LA-RICS Authority may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by the Agreement, shall at all times be retained in the location specified in Paragraph 43 (Records Retention and Inspection/Audit Settlement) of the Contract.

4.3 Right to Access

Access by the LA-RICS Authority, the State of California, the Department Homeland Security, the Department of Commerce, the Comptroller General of the United States, the Offices of the Inspector General or any of their duly authorized representatives to any books, documents, papers and records (including computer records) of Consultant which are directly pertinent to charges to the Project, shall not be denied in order to conduct audits and examinations and make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Consultant's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

4.4 Reporting

Consultant agrees to provide any reports requested by the LA-RICS Authority regarding performance of the Agreement and comply with all reporting, data collection and evaluation necessary to complete grant reporting requirements as detailed in Recovery Act Grant requirements and Statutes and Regulations Applicable to the Homeland Security Grants.

4.5 Failure to Comply

The LA-RICS Authority reserves the right to impose any or all of the following sanctions for Consultant's failure to comply with the Single Audit Act and the provisions of the Agreement:

- a. Withhold a percentage of payments, at the LA-RICS Authority's sole discretion, until the audit is completed satisfactorily and submitted to the department;
- b. Suspend payments due to Consultant until the audit is completed satisfactorily and submitted to the LA-RICS Authority; and/or
- c. Impose provisions of default or liquidated damages or other applicable provisions of the Base Document as set forth therein.

4.6 Excerpts and Transcripts

The LA-RICS Authority, Auditor General of the State of California, Grantor, Director of the Office of Civil Rights and the U.S. Comptroller General shall have the LA-RICS Authority to audit, examine, and make excerpts or transcripts from records, including contracts, invoices, customer records and other records supporting the Agreement. Audits of earned funds are limited to determining if such funds were earned in accordance with the Agreement.

4.7 Physical Inspections

The LA-RICS Authority shall have the LA-RICS Authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler systems, etc., to safeguard property, records and/or equipment used in the performance of the Agreement.

4.8 Notice of Fault

Should a fiscal or special audit determine that Consultant has earned funds which are questioned under the criteria set forth herein, Consultant shall be notified and given the opportunity to justify questioned expenditures prior to the LA-RICS Authority's final determination of disallowed costs, in accordance with the procedures established under these Funding Requirements.

5. Prohibition of Legal Proceedings

Consultant is prohibited from using any Funding Resources received under the Agreement for the purpose of instituting legal proceeding against the LA-RICS Authority, its Members or their official representatives.

6. Participation of Small, Minority and Women's Business

Consistent with Executive Order Nos. 11625, 12432, and 12138, Consultant shall, and require its subcontractors to, provide opportunities for small, minority and women's businesses to participate in contracting and procurement activities generated under the Agreement. Consultant shall:

- a. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- e. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

7. Other Grant Requirements

7.1 FEMA/OSHA Standards

Consultant agrees not to undertake any project or construction related activity prior to a full environmental and historic preservation (EHP) review. Failure to adhere to the EHP review will result in a non-compliance finding. Consultant agrees not to undertake any activity that has the potential to impact the EHP resources without the prior written approval of FEMA/OHS, including, but not limited to, communications towers, physical security enhancements, new construction and modifications to buildings that are 50 (fifty) years old or more. If ground disturbing activities occur during the Project implementation, the recipient must ensure monitoring of the ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease activity in that area and notify OHS/FEMA and the appropriate State Historic Preservation Office.

7.2 Publishing Documents

Consultant agrees that all publications created or published with funding from the applicable Funding Resources shall prominently contain the following statement: "This document was prepared under a grant from [APPLICABLE GRANT]. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the Grantor." Contactor also

agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by [SOURCE]."

7.3 Grant Modification

Consultant shall comply with any modification or additional requirements that may be imposed by law and future grant guidance and clarification of federal requirements.

7.4 DUNS Number

Consultant shall, and shall require its subcontractors to obtain and maintain its own Dun and Brad Street Data Numbering System ("DUNS") Number, which shall be kept current at all times during which Consultant and its subcontractor received Grant Funds.

7.5 Subcontract to a Federal Agency

Consultant shall not make any award and shall not permit its subcontractors to make any award to a federal department, agency, instrumentality, or employee thereof, unless prior written approval is obtain from the appropriate Grant Officer and the LA-RICS Authority.

8. Statutes and Regulations Applicable to the Homeland Security Grant Program (UASI)

8.1 Applicable Statutes and Regulations

Consultant shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. Consultant shall, as applicable, comply with new, amended, or revised laws, regulations and/or procedures that apply to the performance of the Agreement. These requirements include, but are not limited to:

- 8.1.1 Title 28 CFR Part 66 and 70; EO 12372; Current edition of the OJP Financial Guide (M71 00.1);Current edition of the OJP Financial Guide (M71 00.1); Current edition of the DHS Financial Management Guide; U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, Office for Domestic Preparedness, Urban Areas Security Initiative Grant Program II; ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights Regulations; Title 2 CFR Parts 215,225, 220, and 230; Title 44 CFR, including part 13; Federal Acquisition Regulations (FAR),Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations; DHS Grant Guidance for each applicable grant year; CalEMA Supplement and CalEMA Grant Assurances for year applicable grant year; DHS Information Bulletins; and GMMs.

- 8.1.2 Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of the Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.
- 8.1.3 Provisions of Title 2, 6, 28, 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination; Part 61, Procedures for Implementing the National Environmental Policy Act; part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; federal laws or regulations applicable to Federal Assistance programs; part 69, New Restriction on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).
- 8.1.4 Nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable federal laws, orders, circulars, or regulation.

8.2 Use of DHS Seal, Logo and Flags

All recipients of financial assistance must obtain DHS' approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the 16 United States Coast Guard seal, logo, crests or reproductions of flags or likeness of Coast Guard officials.

9. Non-Compliance

Consultant understands that failure to comply with any of the above requirements as they relate to the work contemplated under this Agreement may result in suspension, termination or reduction of grant funds, and repayment by the Consultant to the LA-RICS Authority of any unlawful expenditure.

10. Conflict of Interest

10.1 General

Consultant warrants and represents that none of its directors, officers, employees or agents shall participate in selecting or administering any subcontract supported

(in whole or in part) by federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractor is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

- a. A member of such person's immediate family or domestic partner or organization has a financial interest in the subcontract;
- b. The Consultant is someone with whom such person has or is negotiating any prospective employment; or
- c. The participation of such person would be prohibitive by the California Political Reform Act, California Government Code Section 8711 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

10.2 Definitions

10.2.1 Immediate Family

The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.

10.2.2 Financial or Other Interest

The term "financial or other interest" includes but is not limited to:

- a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
- b. Any of the following interests in the Consultant ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

10.3 Representations

- 10.3.1 Consultant further covenants that no officer, director, employee or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential Consultant, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee or agent).

- 10.3.2 Consultant shall not subcontract with a former director, officer or employee within a one (1) year period following the termination of the relationship between said person and Consultant.
- 10.3.3 Prior to obtaining the LA-RICS Authority's approval of any subcontract, Consultant shall disclose to the LA-RICS Authority any relationship, financial or otherwise, direct or indirect, of Consultant or any of its officer, directors or employees or their immediate family with the proposed Consultant and its officer, directors or employees.
- 10.3.4 For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the County of Los Angeles, State of California, and federal regulations regarding conflict of interest.
- 10.3.5 Consultant warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining the Agreement.
- 10.3.6 Consultant covenants that no member, officer or employee of Consultant shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this Project during his/her tenure as such employee, member or officer or for one year thereafter.
- 10.3.7 Consultant shall incorporate the foregoing subsections of this section into every agreement that it enters into in connection with this Agreement.

11. Miscellaneous

11.1 Travel Expenses

To the extent compensation for travel expenses is allowed under the Agreement, Consultant shall be compensated for Consultant's reasonable travel expenses incurred in the performance of the Agreement, to include travel and per diem, unless otherwise expressed. Consultant's total travel for in-state and/or out-of-state and per diem costs shall be included in the contract budget(s). All travel including out-of-state travel not included in the budget(s) shall not be reimbursed without prior written authorization from the LA-RICS Authority.

11.2 Obligations Binding on Subcontractors

Consultant shall require all Subcontractors to comply with the applicable obligations of this Exhibit 5, by incorporating the terms of this Exhibit 5 into all subcontracts.

11.3 Inventions, Patents and Copyrights

11.3.1 Reporting Procedure for Inventions

If any project of Consultant funded under this Agreement produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, Consultant shall report the fact and disclose the Invention promptly and fully to the LA-RICS Authority. The LA-RICS Authority shall report the fact and disclose the Invention to the each federal and state granting agency ("Grantors"). Unless there is a prior agreement between the LA-RICS Authority and Grantors, Grantors shall determine whether to seek protection on the Invention. Grantors shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). Consultant hereby agrees to be bound by the Policy, will contractually require its personnel to be bound by the Policy, and will consult with the LA-RICS Authority and Grantors regarding allocation of any patent rights that arise from, or are purchased with, Grant Funds.

11.3.2 Rights to Use Inventions

The LA-RICS Authority and Grantors shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

11.3.3 Copyright Policy

11.3.3.1 Unless otherwise provided by the terms of the Grantors or of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the author, the LA-RICS Authority or Grantors, at Grantors and LA-RICS Authority's discretion, may copyright the Material. If the Grantors and LA-RICS Authority decline to copyright the Material, the Grantors and LA-RICS Authority shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.

11.3.3.2 Grantors shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to manufacture, improve upon, reproduce, publish, or otherwise use, and authorize others to use, for Federal Government purposes:

(a) any Material developed under this Agreement and (b) any rights of copyright to which Consultant purchases ownership with Grant Funds.

11.3.3.3 Consultant shall comply with 24 CFR 85.34.

11.3.4 Rights to Data

The Grantors and the LA-RICS Authority shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantors acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

11.3.5 Obligations Binding on Subcontractors

Consultant shall require all its subcontractors funded by Grant Funds to comply with the obligations of this section by incorporating the terms of this section into all contracts and subcontracts.

12. FCC Requirements

12.1 FCC Compliance

12.1.1 Consultant shall comply with all applicable Federal Communications Commission's (FCC) waiver and other orders, rule, regulations and public notices related to the project or the 700 MHz public safety broadband spectrum (758-768 MHz and 788-798 MHz) issued by the FCC, the Emergency Response Interoperability Center (ERIC) or the Public Safety and Homeland Security Bureau (Bureau), including but not limited to, if applicable, Waiver Order in PS Docket 06-229, adopted on May 11, 2010 (FCC 10-79) and the FCC Technology Order adopted on December 10, 2010 (DA 10-2342). Consultant shall also comply with the Communications Act of 1934.

12.1.2 In addition, Consultant shall comply with any legislative or federal rule pertaining to the nationwide public safety broadband network.

12.1.3 Consultant shall immediately notify the LA-RICS Authority if it becomes or expects to become noncompliant with any FCC or communications law applicable to this project.

13. Instructions for Certification

13.1 Signature

By signing and submitting this document, including all Attachments hereto, the prospective recipient of Funding Resources is providing the certification as set out below.

13.2 Material Representation of Fact

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

13.3 Notification of Erroneous Certification

The prospective recipient of Funding Resources shall provide immediate written notice to the person or entity entering into the Agreement, if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

13.4 Definitions and Coverage

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal" and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12459 and 12689.

13.5 Contracts with Other Entities

The prospective recipient of Funding Resources agrees by submitting the proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

13.6 Inclusion of Clause

The prospective recipient of Funding Resources further agrees by submitting the proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered

Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

13.7 Lower Tiered Certification

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.

13.8 Establishment of a System of Records

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

13.9 Available Remedies

Except for transactions authorized under Section 14.5 (Contracts with Other Entities) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

14. Additional Grant Requirements

14.1 Equal Employment Opportunity. Contractor shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

14.2 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). Given that this is a prime construction contract in excess of \$2,000 awarded by a non-Federal entity, Contractor will comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In

accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. Contractors can access the current prevailing wage determination issued by the Department of Labor by clicking on the links under subparagraphs 14.2.1 to 14.2.3 of this Exhibit 5 (Grant Funding Requirements), which may be updated from time to time. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 14.2.1 For federally-funded projects, Contractor can access the following website for the Davis-Bacon wage determination:
 - [SAM.gov | Search](#)
- 14.2.2 Information regarding Davis-Bacon and Related Acts:
 - [Davis-Bacon and Related Acts | U.S. Department of Labor \(dol.gov\)](#)
- 14.2.3 U.S. Department of Labor Prevailing Wage Resource Book, Davis-Bacon Wage Determinations section:
 - [DAVIS-BACON ACT, AS AMENDED, AUGUST 30, 1935 \(dol.gov\)](#)
- 14.3 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of

supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 14.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 14.5 Procurement of Recovered Materials. Contractor must comply with 2 CFR § 200.323 (Procurement of Recovered Materials) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 14.6 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment – Contractor must comply with 2 CFR § 200.216 and not use any grant funds provided under this Agreement to procure, obtain, extend, renew or enter in a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as part of any system, where such covered telecommunications equipment is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- 14.7 Domestic Preferences for Procurements – Contractor shall comply with 2 CFR § 200.322, which requires, as appropriate and to the extent consistent with law, that Contractor provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Exhibit A.1 – Certification Regarding Lobbying

Certification for Contracts, Grants, Loans Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Agreement Number:

Consultant/Borrower/Agency:

Name and Title of Authorized Representative:

Signature

Date

Exhibit A.2 – Certification Regarding Drug Free Workplace Requirements

Consultant certifies that it will provide a drug-free workplace, in accordance with the California Drug Free Workplace Act of 1990 (Title 2 Govt. Code of State of California §§8351 et seq.) by:

Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

Establishing a drug-free awareness program to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. Consultant's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- e. Making it a requirement that each employee to be engaged in the performance of the LA-RICS Project be given a copy of the statement required by Section 1 above.
- f. Notifying the employee in the statement required by Section 1 that, as a condition of employment under the LA-RICS Project, the employee will:
- g. Abide by the terms of the statement, and
- h. Notify Consultant of any criminal drug statute convictions for a violation occurring in the workplace no later than five days after such conviction.
- i. Notifying the LA-RICS Authority within ten (10) days after receiving notice under Section 4.b from an employee or otherwise receiving actual notice of such conviction.
- j. Taking one of the following actions, within thirty (30) days of receiving notice under Section 4.b with respect to any employee who is so convicted:
- k. Taking appropriate personnel action against such an employee, up to and including termination.
- l. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the provision of this certification.

Agreement Number:

Consultant/Borrower/Agency:

Name and Title of Authorized Representative:

Signature

Date

Form OCC/LW-1 (Rev. 6/04)

**Exhibit A.3 – Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Lower Tier Covered
Transactions**

This certification is required by the regulations implementing Executive Orders 12459 and 12689, Debarment and Suspension, 24 CFR Part 24 Section 24.510, and 29 CFR Parts 97.35 and 98.510, Participants' responsibilities.

(Read Attached Instructions for Certification before Completing)

The prospective recipient of Funding Resources certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the prospective recipient of Funding Resources is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Agreement Number:

Consultant/Borrower/Agency:

Name and Title of Authorized Representative:

Signature

Date

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

By signing and submitting this document, the prospective recipient of Funding Resources is providing the certification as set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Funding Resources knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective recipient of Funding Resources shall provide immediate written notice to the person(s) with whom he enters into this agreement, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal" and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12459 and 12689.

The prospective recipient of Funding Resources agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective recipient of Funding Resources further agrees by submitting the proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under Section 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Exhibit A.4 – Management Representation

As a prerequisite to receipt of a Funding Resources funded Agreement and as material facts upon which the LA-RICS Authority may rely in preparing the Agreement, I, an authorized representative of Consultant, make the following representations:

I am responsible for the fair presentation of Consultant's financial records/reports in conformity with Generally Accepted Accounting Principles (GAAP) and have provided such records/reports accordingly to the LA-RICS Authority. I will make available to the LA-RICS Authority all related data and information. I am not aware of any material transactions that have not been properly recorded and disclosed.

True ☐ False ☐

Consultant has adopted sound accounting policies and procedures in accordance with GAAP that include procedures for maintaining internal controls, and preventing and detecting fraud and abuse.

True ☐ False ☐

I have advised and will continue to advise the LA-RICS Authority of any actions taken at meetings of Consultant's Board of Directors and Committees of the Board of Directors which may have a material impact on Consultant's ability to perform the Agreement.

True ☐ False ☐

Except as recorded or disclosed to you herein, I know of no instances of:

Conflict of interests (direct or indirect), nepotism, related (direct or indirect) party transactions including revenues, expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.

True ☐ False ☐

Guarantees, whether written or oral, under which Consultant is contingently liable.

True ☐ False ☐

Actual, forthcoming or possible terminations of funding from regulatory agencies or other sources due to noncompliance, deficiencies or for any other reason, that would affect the financial records and/or continuing viability of Consultant as an on-going concern.

True ☐ False ☐

I have no knowledge that a board member/s is/are also an employee of this Consultant whose salary costs are reimbursed under this agreement.

True ☐ False ☐

I have no knowledge of and am not in receipt of any communication regarding allegations of fraud, suspected fraud or abuse affecting Consultant involving management, employees who have significant roles in internal control, or others where fraud/abuse could have a material effect on the financial records or performance of the Agreement.

True ☐ False ☐

I have no knowledge of any allegations, written or oral, of misstatements or misapplication of funds in the Consultant's conduct of its financial affairs or in its financial records.

True ☐ False ☐

I am not aware of any pending litigation, bankruptcy, judgment, liens and other significant issues that may threaten the financial viability, legal and continuing existence of Consultant.

True ☐ False ☐

Consultant has satisfactory title to all assets being used in the LA-RICS Project, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral.

True ☐ False ☐

Consultant has complied with all aspects of contractual agreements, related laws and regulations that could have a material effect on the financial records, the program/s, or on the organization as a whole.

True ☐ False ☐

I have properly reported and paid to the appropriate governmental agencies all payroll taxes due on employees' (LA-RICS Project related or otherwise) compensation.

True ☐ False ☐

I have responded fully to all the LA-RICS Authority's inquiries related to Consultant's financial records and/or reports.

True ☐ False ☐

I understand that the LA-RICS Authority's auditing and monitoring procedures of Consultant are limited to those which the LA-RICS Authority determines best meet its informational needs and may not necessarily disclose all errors, irregularities, including fraud or defalcation or illegal acts that may exist.

True ☐ False ☐

I understand that the LA-RICS Authority's audit and monitoring reports are intended solely for use by Consultant and the other authorized parties, and are not intended for other purposes, unless otherwise required by law.

True ☐ False ☐

If one or more of the above statements is found to be false, I understand that the LA-RICS Authority may terminate this Agreement immediately. I also understand that I have a continuing duty to report to the LA-RICS Authority any material factual change to any of these statements.

True ☐ False ☐

Use this space to provide any additional information:

I declare under penalty of perjury that I have read the foregoing statements and they are true and complete to the best of my knowledge.

For (Name of Consultant): _____

Signature

(Person Authorized by the Board of Directors to Bind Corporation)


Printed Name

Title


Date Signed

THERE'S A BETTER CHOICE.
SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.

1.877.222.9723  BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

REQUIRED FORMS EXHIBITS

GENERAL FORMS

- **Exhibit 1** Bidder's Organization Questionnaire/Affidavit
- **Exhibit 2** Certification of Compliance
- **Exhibit 3** Bidder's Debarment History and List of Terminated Contracts
- **Exhibit 4** Bidder's Pending Litigation and Judgments

SOLICITATION-SPECIFIC FORMS

- **Exhibit 5** Bidder's Minimum Qualifications
- **Exhibit 6** Bidder's List of References

PRICING FORM

- **Exhibit 7** Schedule of Prices

DECLARATION

- **Exhibit 8** Declaration

EXHIBIT 1 – BIDDER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, sign and date this form. The person signing the form must be authorized to sign on behalf of the Bidder and to bind the applicant in a Contract.

1. Is your firm a corporation or limited liability company (LLC)? ☐ **Yes** ☐ **No**

If yes, complete:

Legal Name (found in Articles of Incorporation) _____

State _____ Year Inc. _____

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. Is your firm doing business under one or more DBA's? ☐ **Yes** ☐ **No**

If yes, complete:

<u>Name</u>	<u>County of Registration</u>	<u>Year became DBA</u>
--------------------	--------------------------------------	-------------------------------

_____	_____	_____
-------	-------	-------

_____	_____	_____
-------	-------	-------

4. Is your firm wholly/majority owned by, or a subsidiary of another firm? ☐ **Yes** ☐ **No**

If yes, complete:

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Has your firm done business as other names within last five (5) years? ☐ **Yes** ☐ **No**

If yes, complete:

Name _____ Year of Name Change _____

Name _____ Year of Name Change _____

6. Is your firm involved in any pending acquisition or mergers, including the associated company name?

☐ **Yes** ☐ **No** If yes, provide information:

7. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

8. List all names and contact information of all individuals legally authorized to commit the Bidder.

Name: _____

Title: _____

Phone: _____

Email: _____

Bidder further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this bid are made, the bid may be rejected. The evaluation and determination in this area shall be at the Executive Director's sole judgment and his/her judgment shall be final.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

BIDDER NAME:		COUNTY WEBVEN NUMBER:
ADDRESS:		
PHONE NUMBER:	E-MAIL:	
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:	CALIFORNIA BUSINESS LICENSE NUMBER:	
BIDDER OFFICIAL NAME AND TITLE (PRINT):		
SIGNATURE		DATE

EXHIBIT 2 – BIDDER'S CERTIFICATION OF COMPLIANCE

Bidder certifies compliance with all programs, policies, and ordinances specified in the exhibits listed below.

TITLE	REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest LACC 2.180	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification LACC 2.160	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification Motion	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Contractor Employee Jury Service Program Certification Form & Application for Exception LACC 2.203	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No", identify exemption: <input type="checkbox"/> My business does not meet the definition of "contractor," as defined in the Program. <input type="checkbox"/> My business is a small business as defined in the Program. <input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.
5	Certification of Compliance with the County's Defaulted Property Tax Reduction Program LACC 2.206	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No", identify exemption: <div style="border: 1px solid black; height: 60px; margin-top: 5px;"></div>

EXHIBIT 3 – BIDDER'S DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

BIDDER'S NAME: _____

1. DEBARMENT HISTORY (Check One)	YES	NO
Bidder is currently debarred by a public entity	<input type="checkbox"/>	<input type="checkbox"/>
If "Yes", please provide the name of the public entity: _____		
2. LIST OF TERMINATED CONTRACTS (Check One)	YES	NO
Bidder has contract that have been terminated in the past three (3) years.	<input type="checkbox"/>	<input type="checkbox"/>

If response is "Yes" to Question No. 2 above, list all contracts that have been terminated prior to expiration within the last three (3) years.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
Name or Contract No. _____ Reason for Termination: _____				
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
Name or Contract No. _____ Reason for Termination: _____				
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
Name or Contract No. _____ Reason for Termination: _____				
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
Name or Contract No. _____ Reason for Termination: _____				

EXHIBIT 4 – BIDDER'S PENDING LITIGATION AND JUDGMENTS

Bidder shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder is not responsible.**

For the two (2) years preceding the date of submittal of this Bid, identify any civil litigation arising out of the performance of a construction contract within the State of California in which the (1) Bidder submitting this Bid, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid, or (2) the qualifying person licensed by the State Contractors' License Board to perform the work described in this Bid, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder submitting this Bid, was a named plaintiff or defendant in a lawsuit brought by or against the Owner. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (1) the name and court case identification number of each case, (2) the jurisdiction in which it was filed, and (3) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed. If a settlement was reached within the two (2) years preceding the date of submittal of this Bid, please provide the dollar value of the settled claim(s). The dollar value may be marked as confidential if Bidder does not want the settlement information to be public record.

CIVIL LITIGATION CERTIFICATION

If the Bidder has no civil litigation history to report as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid)

(Bidder name as shown on Bid)

nor _____
(name of responsible managing person licensed by the Contractors' State License Board)

has been involved in civil litigation as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid)

CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case: _____

Court case identification number: _____

(2) Jurisdiction in which case was filed: _____

(3) Outcome of the case: _____

(1) Name of Case: _____

Court case identification number: _____

(2) Jurisdiction in which case was filed: _____

(3) Outcome of the case: _____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid)

EXHIBIT 5 – BIDDER'S MINIMUM QUALIFICATIONS

Bidder acknowledges and certifies that it meets and will comply with the Bidder's Minimum Qualifications indicated below and as stated in Paragraph 2 (Bidder's Minimum Qualifications) of the Invitation for Bids (IFB) for LA-RICS Tower Demolition and Removal Services for the TWR site.

BIDDER'S NAME: _____

No.	Minimum Qualifications	Comply?	
		Yes	No
1	Bidder must have five (5) years of experience, within the last ten (10) years, providing tower demolition services equivalent or similar to the Services identified in Exhibit 1 (SOW and Attachments) of Appendix A (Sample Contract). This requirement must be held by the Contractor and Subcontractor(s), if any.		
2	Bidder and any Subcontractors must have a valid C-21 (Building Moving/Demolition) license, issued by the Contractors' State License Board, for the type of work proposed to be performed by the Bidder and any Subcontractors under the Contract. Required license(s) is required at the time of the bid submission in order to be considered a responsive bid.		
3	Bidder and any subcontractors must hold a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Required registration is required at the time of bid submission in order to be considered a responsive bid.		
4	If Bidder's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Bidder must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County, and by extension the LA-RICS Authority.		

EXHIBIT 6 – BIDDER'S LIST OF REFERENCES

Bidder's Name: _____

Provide a comprehensive reference list for the same or similar scope of services that were provided by the Bidder during the previous three (3) years. It is the Bidder's responsibility to ensure accuracy of the information provided below. Use additional pages if required.

1. PUBLIC AGENCIES (All contracts with other governmental agencies including the LA-RICS Authority and County of Los Angeles must be listed)

SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ AGENCY/DEPT: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____	SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ AGENCY/DEPT: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____
SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ AGENCY/DEPT: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____	SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ AGENCY/DEPT: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____

2. PRIVATE FIRMS

SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ FIRM NAME: _____ ADDRESS: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____	SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ FIRM NAME: _____ ADDRESS: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____
SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ FIRM NAME: _____ ADDRESS: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____	SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ FIRM NAME: _____ ADDRESS: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____

EXHIBIT 7 – SCHEDULE OF PRICES

TOWER DEMOLITION AND REMOVAL SERVICES AT TOWER PEAK (TWR)

The resultant Contract will be awarded to the lowest, responsive, and responsible Bidder to perform the tower demolition and removal at the **TOWER PEAK (TWR)** site pursuant to IFB No. LA-RICS-019. Bidders are to complete the table below and include their total cost to perform the tower demolition and removal services work.

TOWER DEMOLITION AND REMOVAL SERVICES TWR SITE	
REQUIREMENTS	PRICE
Bidder's cost to provide the LA-RICS Authority with tower demolition and removal services at the TWR site inclusive of all costs, direct or indirect, such as, but not limited to, materials, labor, permits, transportation, equipment, insurance, etc., necessary to perform all the work set forth in the IFB in its entirety; Scope of Work in its entirety including its Attachments (Site Plan and Applicable Mitigation measures, LA-RICS LMR Site TWR Master LMR Migration List); Sample Contract in its entirety, including all Exhibits, such as Grant Funding Requirements, etc., which will form part of resultant awarded Contract; all of which are contemplated in IFB No. LA-RICS-019, including addenda thereto, if any, issued by the LA-RICS Authority.	\$
TOTAL PROPOSED BID AMOUNT FOR TOWER DEMOLITION AND REMOVAL SERVICES AT THE TWR SITE:	\$

EXHIBIT 8 – DECLARATION

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN THE EXHIBITS 1-7 IS TRUE AND CORRECT.

BIDDER'S NAME:	
PRINT NAME:	TITLE:
SIGNATURE:	DATE:

TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

Bidder requesting a Solicitation Requirements Review must submit this form to the LA-RICS Authority within the timeframe identified in the solicitation document.

Bidder Name:	Date of Request:
Solicitation Title:	Solicitation No.:

A **Solicitation Requirements Review** is being requested because the Bidder asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the LA-RICS Authority not receiving the best possible responses

For each area contested, Bidder must explain in detail the factual reasons for the requested review. *(Attach supporting documentation.)*

Request submitted by:

(Name)

(Title)

FOR LA-RICS AUTHORITY USE ONLY

Date Transmittal Received by LA-RICS Authority: _____

Date Solicitation Released: _____

Reviewed by: _____