C. CONTRACT EXECUTION
# Neighborhood Improvement Project Contract Checklist

**Project Title:**

**Agency Name:**

<table>
<thead>
<tr>
<th>Check Box</th>
<th>Document / Information Needed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Approved Project Eligibility Proposal (PEP)</td>
</tr>
<tr>
<td>2</td>
<td>Proof of Insurance <a href="http://track4la.lacity.org">http://track4la.lacity.org</a></td>
</tr>
<tr>
<td>3</td>
<td>Notice of Exemption or Other CEQA Compliance Document(s)</td>
</tr>
<tr>
<td>4</td>
<td>Contractor Contact Information</td>
</tr>
<tr>
<td>5</td>
<td>Calif. Corp Status “Active” <a href="https://www.businesssearch.ca.gov">California Business Search</a></td>
</tr>
<tr>
<td>6</td>
<td>Business Tax Registration or VRN “clear” <a href="http://finance.ca.gov/LATAXReports/Index.html">http://finance.ca.gov/LATAXReports/Index.html</a></td>
</tr>
<tr>
<td>7</td>
<td>Code of Conduct Certification of Board Resolution</td>
</tr>
<tr>
<td>8</td>
<td>Articles of Incorporation or equivalent</td>
</tr>
<tr>
<td>9</td>
<td>Corporate or Business By-laws</td>
</tr>
<tr>
<td>10</td>
<td>Current Board Roster with Contact Info</td>
</tr>
<tr>
<td>11</td>
<td>Certification of Authorities Form</td>
</tr>
<tr>
<td>12</td>
<td>Board Resolution – Executive Authority</td>
</tr>
<tr>
<td>13</td>
<td>DUNS # <a href="http://mycredit.dnb.com/search-for-duns-number/">http://mycredit.dnb.com/search-for-duns-number/</a></td>
</tr>
<tr>
<td>14</td>
<td>W-9</td>
</tr>
<tr>
<td>15</td>
<td>IRS 501(c)(3) letter</td>
</tr>
<tr>
<td>16</td>
<td>Equal Benefits Ordinance (EBO) Compliance Affidavit and First Source Hiring Ordinance Compliance Affidavit <a href="http://www.LABAVN.org">www.LABAVN.org</a></td>
</tr>
<tr>
<td>17</td>
<td>Slavery Disclosure Ordinance (SDO) Affidavit <a href="http://www.LABAVN.org">www.LABAVN.org</a></td>
</tr>
<tr>
<td>18</td>
<td>CRO Questionnaire</td>
</tr>
<tr>
<td>19</td>
<td>CRO Pledge of Compliance</td>
</tr>
<tr>
<td>20</td>
<td>Promissory Note</td>
</tr>
<tr>
<td>21</td>
<td>Deed of Trust and Assignment of Rents</td>
</tr>
<tr>
<td>22</td>
<td>Legal Property Description</td>
</tr>
<tr>
<td>23</td>
<td>Map</td>
</tr>
<tr>
<td>24</td>
<td>Is Service Payback required? Check ☐ (Y) ☐ (N)</td>
</tr>
<tr>
<td>25</td>
<td>Start of Payback Services within (____) Months After Project Completion</td>
</tr>
<tr>
<td>26</td>
<td>Service Payback Description (Types and Frequency)</td>
</tr>
<tr>
<td>27</td>
<td>Days and Hours of Payback Services and # of Clients Served Per Year</td>
</tr>
<tr>
<td>28</td>
<td>Contract Term</td>
</tr>
<tr>
<td>29</td>
<td>Scope of Work</td>
</tr>
<tr>
<td>30</td>
<td>Performance Schedule / Project Timeline</td>
</tr>
<tr>
<td>31</td>
<td>3 original Signature Pages</td>
</tr>
</tbody>
</table>
CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. Agreement/Reference All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the types of coverage and minimum dollar amounts specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. When to submit Normally, no work may begin until a CITY insurance certificate approval number (“CA number”) has been obtained, so insurance documents should be submitted as early as practicable. For As-needed Contracts, insurance need not be submitted until a specific job has been awarded. Design Professionals coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. Acceptable Evidence and Approval Electronic submission is the best method of submitting your documents. Track4LA® is the CITY’s online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format – the CITY is a licensed redistributor of ACORD forms. Track4LA® advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access Track4LA® at http://track4la.lacity.org and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California may be accepted, however submissions other than through Track4LA® will significantly delay the insurance approval process as documents will have to be manually processed. All Certificates must provide a thirty (30) days’ cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed Insurance Industry Certificates other than ACORD 25 Certificates are sent electronically to CAO.insurance.bonds@lacity.org.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers’ Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking Track4LA®, the CITY’s online insurance compliance system, at http://track4la.lacity.org.

4. Renewal When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through Track4LA® at http://track4la.lacity.org.
5. Alternative Programs/Self-Insurance Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (http://cao.lacity.org/risk/InsuranceForms.htm) to the Office of the City Administrative Officer, Risk Management for consideration.

6. General Liability insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. Sexual Misconduct coverage is a required coverage when the work performed involves minors. Fire Legal Liability is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.

7. Automobile Liability insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. Errors and Omissions coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. Workers' Compensation and Employer's Liability insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (http://cao.lacity.org/risk/InsuranceForms.htm). A Waiver of Subrogation on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. Property Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. Builder's Risk/Course of Construction is required during construction projects and should include building materials in transit and stored at the project site.

11. Surety coverage may be required to guarantee performance of work and payment to vendors and suppliers. A Crime Policy may be required to handle CITY funds or securities, and under certain other conditions. Specialty coverages may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at http://cao.lacity.org/risk/BondAssistanceProgram.pdf or call (213) 256-3000 for more information.
Exhibit 1 (Continued)
Required Insurance and Minimum Limits

Name: ____________________________ Date: ______________________

Agreement/Reference: ____________________________________________

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>__ Workers' Compensation – Workers' Compensation (WC) and Employer’s Liability (EL)</td>
<td>WC Statutory</td>
</tr>
<tr>
<td>□ Waiver of Subrogation in favor of City</td>
<td></td>
</tr>
<tr>
<td>□ Longshore &amp; Harbor Workers</td>
<td></td>
</tr>
<tr>
<td>□ Jones Act</td>
<td></td>
</tr>
<tr>
<td>__ General Liability</td>
<td></td>
</tr>
<tr>
<td>□ Products/Completed Operations</td>
<td></td>
</tr>
<tr>
<td>□ Fire Legal Liability</td>
<td></td>
</tr>
<tr>
<td>□ Sexual Misconduct</td>
<td></td>
</tr>
<tr>
<td>__ Automobile Liability (for any and all vehicles used for this Contract, other than commuting to/from work)</td>
<td></td>
</tr>
<tr>
<td>__ Professional Liability (Errors and Omissions)</td>
<td></td>
</tr>
<tr>
<td>__ Property Insurance (to cover replacement cost of building – as determined by insurance company)</td>
<td></td>
</tr>
<tr>
<td>□ All Risk Coverage</td>
<td></td>
</tr>
<tr>
<td>□ Flood</td>
<td></td>
</tr>
<tr>
<td>□ Earthquake</td>
<td></td>
</tr>
<tr>
<td>□ Boiler and Machinery</td>
<td></td>
</tr>
<tr>
<td>□ Builder’s Risk</td>
<td></td>
</tr>
<tr>
<td>__ Pollution Liability</td>
<td></td>
</tr>
<tr>
<td>□ Surety Bonds – Performance and Payment (Labor and Materials) Bonds</td>
<td>100% of Contract Price</td>
</tr>
<tr>
<td>__ Crime Insurance</td>
<td></td>
</tr>
</tbody>
</table>

STANDARD PROVISIONS
FOR CITY CONTRACTS (Rev. 3/09) 22
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/08/2016

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

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

PRODUCER

<table>
<thead>
<tr>
<th>NAME</th>
<th>PHONE</th>
<th>FAX</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

INSURED

<table>
<thead>
<tr>
<th>NAME</th>
<th>PHONE</th>
<th>FAX</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

CERTIFICATE NUMBER:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract, or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>INSURER TYPE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECT</th>
<th>POLICY EXPIRATION</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>PK201500006771</td>
<td>10/01/2015</td>
<td>10/01/2016</td>
<td>EACH OCCURRENCE $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (EX OCCURRENCE) $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person) $10,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE $3,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COMP/OP $2,000,000</td>
</tr>
<tr>
<td>ANY AUTO OWNED</td>
<td>PK201500006771</td>
<td>10/01/2015</td>
<td>10/01/2016</td>
<td>COMBINED SINGLE LIMIT (Per occurrence) $1,000,000</td>
</tr>
<tr>
<td>AUTOMOBILE LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Per person) $</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Per accident) $</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PROPERTY DAMAGE (Per accident) $</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EACH OCCURRENCE $5,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>AGGREGATE $5,000,000</td>
</tr>
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</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 01, Additional Remarks Schedule, may be attached if more space is required)

10 days notice of cancellation for non-payment.
30 days notice of cancellation for all other reasons.
Policy terms and conditions apply.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

CERTIFICATE HOLDER

City of Los Angeles and all of its Agencies, Boards and Departments
200 North Main Street
City Hall East, Suite 1240
Los Angeles CA 90012

AUTHORIZED REPRESENTATIVE

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New Business Registration
Requirements

I. CRITERIA FOR ONLINE REGISTRATION OF NEW BUSINESS

The online business registration process requires that you meet all of the criteria listed below to be able to use the online process:

A. You are only opening one business location at this time.
B. You have never registered your business with the City of Los Angeles, Office of Finance.
C. Your business is physically located within the City limits or the business owner or his employees conduct business within the City limits.
D. ATTENTION: Depending on the nature of your work, you may be required to pay registration fees. If so, you must be able to complete an electronic payment as part of the registration process. Please be prepared before you begin.

If you do not meet all of the criteria listed above you may contact us or visit one of our office locations to register your business. You may also apply now by filling out the form and submitting the form by clicking the Submit by Email Button or saving it to your desktop and emailing it as an attachment to Finance.CustomerService@lacity.org. This allows you to request a business tax registration but you will not immediately get a temporary certificate like you will with this application.

II. INFORMATION YOU WILL NEED TO PROVIDE TO REGISTER A NEW BUSINESS ONLINE

Through this online registration process you will be asked to provide information about your business. Please have the following information at hand for your registration.

A. Social Security Number (if business is a Sole Proprietorship) or Federal Employment Identification Number (if business is either Partnership, Corporation, Limited Liability Company or Trusts)
B. Description of your Business activities
C. Legal Business Name
1. Business Name - Doing Business As (optional)
D. Business Start Date (If your start date is earlier than the current calendar year, you will receive a notice requesting gross receipts for each year your business has been in operations. Once received by Office of Finance you will receive a notice of any liability due for the prior years.)
E. Business Type (such as Sole Proprietorship, Partnership, Corporation, etc.)
F. Primary Business Address
1. Mailing Address - If different from your primary business address
G. Business Contact Information (such as your CPA, Controller, etc)
H. Other information you may need to submit.
1. Sales Tax Number
2. Business/Professional Activity Code
III. PERMITS YOU MAY NEED TO OBTAIN FOR YOUR NEW BUSINESS

A. Police Alarm Permit

A police alarm permit is required if you have an alarm system at your business location within the City limits. You will be directed to the Police Alarm Permit Application at the end of this process if one is present.

B. Tobacco Retailers Permit

A tobacco retailers permit is required if you sell tobacco, tobacco products or tobacco paraphernalia within City limits. You will need to visit one of our offices to set up and pay for the tobacco permit.

C. Police Non Alarm Permits and Fire Permits

There may be Police Non Alarm Permits or Fire permits required for the business activity you are engaged in. There will be some questions asked later that will help you to determine if you will need to come into one of our offices to complete this process.

IV. STEPS TO COMPLETE A NEW BUSINESS ONLINE REGISTRATION

A. New Business Registration Application

You will be asked to provide the following information needed to register a new business: Legal Business Name, Business Name/Doing Business As (optional), Business Start Date (should be in the current year), Business Type, Primary Business Address, Mailing Address (if different from primary business address), Business Contact Information, Sales Tax Number (if you have one please provide it) and Business/Professional Activity Code.

B. New Business Registration Confirmation

You will be asked to confirm your answers to the eligibility questionnaire and new business registration application.

C. New Business Registration Application Confirmation email

A new business registration application confirmation email will be issued acknowledging the submittal of your application and will give you additional step if you have any to complete.

D. Temporary Tax Registration Certificate

A temporary business tax registration certificate will be issued for you to print and display at your place of business. A permanent certificate will be sent via mail and should arrive within 4 weeks from completing your on-line registration. Please remove the temporary certificate and replace it with the permanent certificate.

If you need further assistance you can e-mail us at Finance.CustomerService@lacity.org or call 1-844-663-4411 during weekday business hours.
May 17, 2012

To: All Los Angeles Housing Department Contractors

LOS ANGELES HOUSING DEPARTMENT POLICY ON CONFLICT OF INTEREST – DIRECTIVE NUMBER FY 12-0001

This bulletin is to inform all Los Angeles Housing Department (LAHD) Contractors of its policy on Conflict of Interest.

In line with the City of Los Angeles Code of Ethics (Mayor’s Executive Directives No. 1 and No. 7), Conflict of Interest provisions are required prior to execution of any new LAHD agreement and/or amendment as per this LAHD Directive effective May 1, 2012.

The LAHD is funded by several grant sources, each with different regulations related to laws and regulations prohibiting conflicts of interest. The City is required to apply conflict of interest laws cumulatively, meaning the strictest law will be applied and control a given situation. In an effort to assist the Department’s contractors and their various staffing situations, LAHD will review each reported case of conflict of interest on an individual basis, to the extent allowed by the specific grant regulations for the benefit of the grant and its beneficiaries. If approval of an exception/waiver is recommended by the LAHD and approved by the City, it must then be approved by the funding source. The request to review conflict of interest situations must be made prior to the execution of your agreement or amendment.

Please note that the City’s Agreement and this Directive prohibit Contractors from allowing City employees to be members of its Board of Directors if the employee receives any financial benefit from the City agreement.

All Contractors/Sub-Contractors are required to notify the City immediately upon discovery that a potential conflict of interest situation exists or may come into existence due to upcoming contractual/business dealings prior to each year’s execution of a new City agreement or amendment.
If an existing or pending conflict of interest situation(s) is not brought to the attention of the City prior to execution of the agreement or amendment, and subsequent audit or monitoring visits determine that a conflict of interest does exist, the City will NOT approve a Contractor/Sub-Contractor's request for waiver/exception of the conflict of interest. Further, the City will question and may disallow any and all costs associated with that conflict of interest.

All requests for exemption/waiver to this directive must be reviewed prior to execution of a new City-funded agreement.

**No City-funded Employees as Board Members**

The City will not execute any agreements and/or amendments with Contractors where an employee (an individual who is paid or receives any financial benefit from funds from the agreement with the City), is a member of the Board of Directors. The Board minutes must reflect this requirement.

**LAHD Code of Conduct**

The City requires that all Contractors/Sub-Contractors adopt a Code of Conduct, which at minimum reflects the constraints discussed in this Directive. This Code of Conduct must be submitted as one of the requirements prior to contract execution. (Refer to ATTACHMENT A). No agreements and/or amendments will be executed without City approval of this Code of Conduct.

Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

**Conflict of Interest**

A. Prior to obtaining the City’s approval of any subcontract, the Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

B. The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors 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:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;

2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq., if such person were a
public officer, because such person would have a "financial or other interest" in the subcontract.

C. Definitions:

1. 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.

2. 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 subcontractor 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.

3. A subcontract is any agreement entered into by Contractor for the purchase of goods or services with any funds provided by this Agreement.

D. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.

E. No director, officer, employee (or agent) of the Contractor may be on the Board of Directors if they receive any financial benefit provided by any City Agreement.

F. The Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, 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).

G. The Contractor shall not subcontract with a former director, officer, or employee within a one-year period following the termination of the relationship between said person and the Contractor.

H. 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 City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.

I. The Contractor 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 this Agreement.

J. The Contractor covenants that no member, officer or employee of Contractor 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.

K. The Contractor shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor".

If you require assistance regarding this Directive, please contact Jing Vida, Contracts Manager, at (213) 808-8498.

RUSHMORE D. CERVANTES
Interim General Manager

RDC:GK:RG:jv
(SAMPLE A: MAY BE USED WHEN ADOPTING CITY'S CODE)

CODE OF CONDUCT
CERTIFICATION OF BOARD RESOLUTION

Whereas (legal name of your corporation) shall continue to operate and provide services to the Los Angeles community; and

Whereas adoption of a Code of Conduct shall be needed in order for (legal name of your corporation) to continue to contract with the City and its funding sources; and

Whereas (legal name of your corporation) has amended its corporate policies and procedures by reference to and incorporation of said City of Los Angeles Code of Conduct and the Los Angeles Housing Department Policy on Conflict of Interest Directive Number FY 12-0001;

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of (legal name of your corporation) hereby adopted the City of Los Angeles Code of Conduct and the Los Angeles Housing Department Policy on Conflict of Interest Directive Number FY 12-0001 effective May 1, 2012, with respect to all agreements (legal name of your corporation) might enter into with the City of Los Angeles; Said adoption will remain in effect unless amended by a future Board Resolution.

I, the undersigned, do hereby certify:

1. That I am the duly elected Secretary of (legal name of your corporation); and

2. That the foregoing constitutes a Resolution of the Board of said corporation, as duly adopted at a meeting of the Board of Directors thereof, held on the _____ th day of _____, 2017.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed the seal of said corporation, this _____ th day of _____, 2017.

(AFFIX CORPORATE SEAL HERE)

______________
(Name of Corporate Secretary)

Corporate Secretary,

(Name of your Corporation)
(SAMPLE B: MAY BE USED WHEN ADOPTING A CODE OTHER THAN CITY’S)

CODE OF CONDUCT
CERTIFICATION OF BOARD RESOLUTION

Whereas (legal name of your corporation) shall continue to operate and provide services to the Los Angeles community; and

Whereas adoption of a Code of Conduct shall be needed in order for (legal name of your corporation) to continue to contract with the City and its funding sources; and

Whereas (legal name of your corporation) amended its corporate policies and procedures by reference to and incorporation of said City of Los Angeles Code of Conduct and the Los Angeles Housing Department Policy on Conflict of Interest Directive Number FY 12-0001;

IT WAS RESOLVED that the Board of Directors of (legal name of your corporation) adopted a Code of Conduct that contains all the requirements as set forth by the City of Los Angeles Code of Conduct and the Los Angeles Housing Department Policy on Conflict of Interest Directive Number FY 12-0001 effective May 1, 2012 with respect to all agreements (legal name of your corporation) may enter into with the City of Los Angeles; Said adoption will remain in effect unless amended by a future Board Resolution. A fully executed copy of adopted Code of Conduct is attached to this Resolution and is incorporated herein by reference.

I, the undersigned, do hereby certify:

1. That I am the duly elected Secretary of (legal name of your corporation); and

2. That the foregoing constitutes a Resolution of the Board of said corporation, as duly adopted at a meeting of the Board of Directors thereof, held on the ____ th day of ____, 2017.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed the seal of said corporation, this ____ th day of ____, 2017.

(AFFIX CORPORATE SEAL HERE)

__________________________________________
(Name of Corporation Secretary)
Corporate Secretary.

__________________________________________
(Name of your Corporation)
City of Los Angeles
CODE OF ETHICS
STATEMENT OF APPROVED PRINCIPLES FOR PUBLIC SERVICE
IN THE GOVERNMENT OF THE CITY OF LOS ANGELES
Adopted by Council Resolution, July 21, 1959 and Amended August 23, 1979 by Council resolution

I General Rule with Respect to Conflicts of Interest
Persons in the public service shall not engage in nor shall they have any interest, direct or indirect, in any business or transaction, nor incur obligation which is in substantial conflict with the performance of their official duties in the public interest or which impairs their independence of judgment in the discharge of such duties.

II Actions and Conduct Designed to Build Public Confidence
Persons in the public service shall not only be ever conscious that public service is a public trust but also shall be impartial and devoted to the best interests of the City, and shall so act and conduct themselves, both inside and outside the City's service, as not to give occasion for distrust of their impartiality or of their devotion to the City's best interests.

III Acceptance of Favors and Gratuities
Persons in the public service shall not accept money or other consideration or favors from anyone other than the City for the performance of an act which they would be required or expected to perform in the regular course of their duties; nor shall such persons accept any gifts, gratuities or favors of any kind which might reasonably be interpreted as an attempt to influence their actions with respect to City business.

IV Use of Confidential Information
Persons in the public service shall not disclose confidential information acquired by or available to them in the course of their employment with the City, or use such information for speculation or personal gain.

V Use of City Employment and Facilities for Private Gain
Persons in the public service shall not use, for private gain or advantage, their City time or the City's facilities, equipment or supplies, nor shall they use or attempt to use their position to secure unwarranted privileges or exemptions for themselves or others.

VI Contracts With the City
Persons in the public service shall not exercise any discretionary powers for, or make any recommendations on behalf of or to the City or any department or officer thereof with respect to any contract or sale to which the City or any department thereof is a party and in which such persons shall knowingly be directly or indirectly financially interested.

VII Outside Employment Impairing Service to the City
Persons in the public service shall not engage in outside employment or business activity which involves such hours of work or physical effort that it would or could be reasonably expected to substantially reduce the quality or quantity of work or interfere with such persons' giving a full day's labor for a full day's pay.

VIII Outside Employment Incompatible With Official Duties
Persons in the public service shall not engage in any outside employment which involves the performance by them of any work which will come before them as officers or employees of the City, or under their supervision, for approval or inspection; provided that nothing in this paragraph shall be taken to limit in any manner the outside employment of such persons where the interests of the City are protected under Section 222 of the Charter and ordinances adopted thereunder.

IX Personal Investments
Persons in the public service shall not make personal investments in enterprises which they have reason to believe may be involved in decisions or recommendations to be made by the, or under their supervision, or which will otherwise create a substantial conflict between their private interests and the public interest. If, however, persons in the public service have financial interests in matters coming before them, or before the department in which they are employed, they shall disqualify themselves from any participation therein.

X Discussion of Future Employment
Persons in the public service shall not negotiate for future employment outside the City service with any person, firm, or organization known by such persons to be dealing with the City concerning matters within such persons' areas of responsibility or upon which they must act or make a recommendation.

XI Conduct with Respect to Performance on the Job
Persons in the public service shall perform their duties earnestly, economically and efficiently.

XII Activities Incompatible With Official Duties and the Reporting of Improper Government Activities
Persons in the public service shall not engage in any improper governmental activity or in any actions or practices which should interfere with the proper performance of the duties of others. Persons in the City service are strongly encouraged to fulfill their own moral obligations to the City by disclosing to the extent not expressly prohibited by law, improper governmental activities within their knowledge. No officer or employee of the City shall directly or indirectly use or attempt to use the authority or influence of such officer or employee for the purpose of intimidating, threatening, coercing, commanding, or influencing any person with the intent of interfering with that person's duty to disclose such improper activity.

XIII Loyalty
Persons in the public service shall uphold the Federal and California State Constitutions, laws and legal regulations of the United States, the State of California, the City of Los Angeles, and all other applicable governmental entities therein.

XIV Equal Employment Opportunity
Persons in the public service shall not, in the performance of their service responsibilities, discriminate against any person on the basis of race, color, national origin, ancestry, sex (including sexual harassment and gender identity or expression, which includes actual or perceived transgender status), sexual orientation, age, religion, creed, marital status, disability, medical condition (cancer or genetic characteristics), HIV/AIDS (acquired or perceived) or retaliation for having filed a discrimination complaint or participating in a protected activity; and they shall cooperate in achieving the equal employment opportunity goals and objectives of the City.

(Updated 7/05)
HOUSING AND COMMUNITY INVESTMENT DEPARTMENT OF CITY OF LOS ANGELES
CERTIFICATION OF AUTHORITIES

hereby certifies that:

1. The following are specimen signatures of individuals authorized on behalf of contractor to be signatory for execution of agreements and all instruments necessary to execution of agreements

   (Name of Person) ___________________________ (Title) ___________________________ (Specimen Signature) ___________________________

   (Name of Person) ___________________________ (Title) ___________________________ (Specimen Signature) ___________________________

   (Name of Person) ___________________________ (Title) ___________________________ (Specimen Signature) ___________________________

2. The following are specimen signatures of individuals authorized on behalf of contractor to sign checks for the disbursements of funds received from the City of Los Angeles.

   (Name of Person) ___________________________ (Title) ___________________________ (Specimen Signature) ___________________________

   (Name of Person) ___________________________ (Title) ___________________________ (Specimen Signature) ___________________________

3. The ___________________________ has been designated as the depository for all funds to be received directly from the City of Los Angeles towards HCID contracts(s).

   a) (Optional) We, ___________________________, designate and legally authorize the ___________________________ to make direct deposits into the:

      (Name of Bank) ___________________________ (Street Address) ___________________________

      (City, State, Zip Code) ___________________________ Account Number: ___________________________

4. The following are specimen signatures of individuals authorized on behalf of contractor to sign requisitions for advances and/or reimbursements.

   (Name of Person) ___________________________ (Title) ___________________________ (Specimen Signature) ___________________________

   (Name of Person) ___________________________ (Title) ___________________________ (Specimen Signature) ___________________________

   (Name of Person) ___________________________ (Title) ___________________________ (Specimen Signature) ___________________________

5. This certification shall remain effective until a new certification is received by the City of Angeles:

   CORPORATE SEAL

   (Name of Person – Corp. Secretary, Partner, or Contractor) ___________________________ (Signature) ___________________________ (Date) ___________________________
BOARD RESOLUTION

Whereas (legal name of your corporation) shall continue to operate and provide services to the Los Angeles community;

Whereas authority to contract with funding sources shall be needed in order for (legal name of your corporation) to continue its operation;

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of (legal name of your corporation) hereby authorizes (officer name(s) and officer title(s)) to act on behalf of (legal name of your corporation) in entering into any agreement with the City of Los Angeles; and to sign for and perform any and all responsibilities in relation to such agreement.

Approved Date: ________________

(Name of Board Chair) Chair, Board of Directors

(Name of Board Member) Member, Board of Directors

(Name of Board Member) Member, Board of Directors

(Name of Board Member) Member, Board of Directors

(Name of Board Member) Member, Board of Directors

(Name of Board Member) Member, Board of Directors
SAMPLE CERTIFICATION

I, the undersigned, do hereby certify:

1. That I am the duly elected Secretary of (legal name of your corporation);
   and

2. That the foregoing constitutes a Resolution of the Board of said corporation, as duly adopted at a meeting of the Board of Directors thereof, held on the ___ the day of ____, 2015.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed the seal of said corporation, this ____ th day of ____, 2015.

____________________________
(Name of Corporation Secretary)
Corporate Secretary,
(Name of your Corporation)

(AFFIX YOUR CORPORATE SEAL HERE)
Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-8 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-3 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.
In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8333 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who relies on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article (or paragraph 1) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship, or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, and the name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part 1 of the form.

Name. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as” (DBA) name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity’s name on the “Name” line and any business, trade, or “doing business as” (DBA) name on the “Business name/disregarded entity name” line.

Foreign Taxpayer. Enter the foreign person’s name in English on the “Name” line, and if the name is in a language other than English, you must provide a translation of the name.

Exemption from FATCA reporting code

If the person whose name is entered on the “Name” line (individual, sole proprietor, partnership, C corporation, S corporation, trust, estate) is a foreign person, enter the appropriate code for the entity in the “Exemption from FATCA reporting code” line.

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, enter the appropriate code for the LLC. If the LLC is treated as a partnership for U.S. federal tax purposes, enter “P” as partnership. If your LLC has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the box unless the owner of the LLC (required to be identified on the “Name” line) is an LLC subject to the rules of the LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate classification of the owner identified on the “Name” line.

Additions. Enter your business name as shown on reportable U.S. federal tax documents on the “Name” line. If the business name is an LLC, enter the appropriate LLC name.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that apply to you. Enter Exempt payee code and Exemption from FATCA reporting code on page 3.
Enter your company information below and click Search to find out if your company is currently listed with Dun & Bradstreet.

* Business Name

* City

[Search]
Los Angeles Business Assistance Virtual Network

BAVN

Downloading and Uploading
Company Compliance Documents

5/15/2015
BAVN "Download Templates" Instructions

These instructions are NOT applicable to Bidder/Proposers responding to contracting opportunities advertised by the Los Angeles World Airports, the Port of Los Angeles and the Department of Water & Power.

All companies registering on BAVN may at this time complete and upload the compliance forms listed in the "Download Templates" or it may upload the forms at the time it responds to a contracting opportunity. All forms contained in the "Download Templates" section are to be completed and signed prior to being uploaded to the "Company Compliance Documents" section. Each form is only valid for a specified amount of time. Please refer to instructions online for more details.

The uploaded forms will be verified by the Bureau of Contract Administration (BCA) only if your company is the successful Proposer/Bidder selected for contract award. Upon BCA verification, the Awarding Authority shall award the contract. If in the process of verifying the uploaded forms, BCA finds that the form(s) are incomplete, the awarding department shall be notified and your company will be required to re-upload the form(s). The re-uploading of form(s) will not trigger a new renewal date. The renewal date shall remain as the first time the form(s) were uploaded.

Affirmative Action Program (AA)

All companies that have an approved Affirmative Action Plan on file with the Office of Contract Compliance prior to August 15, 2011 shall be required to complete and upload the Equal Employment Practices Affidavit and the Affirmative Action Plan Affidavit (if required by the contracting opportunity posted by the awarding department). Contractors will remain subject to all applicable provisions of any previously approved EEP/AAP Plans for all current contracts advertised by the City prior to August 15, 2011.

Construction Contracts - The Affirmative Action Plan will be effectuated upon completion of the "Anticipated Employment Utilization Report" (AEUR). Any subsequent bids will require the submittal of the AEUR to the Bureau of Contract Administration’s Office of Contract Compliance prior to the issuance of a Notice to Proceed by the awarding department.

Every Non-construction contract with or on behalf of the City of Los Angeles for which the consideration is $100,000 or more shall require the prime contractor to complete and upload an Affirmative Action Plan. Subcontractors are required to submit this form to their prime contractor, who must retain it for the life of the contract, for any subcontracts for which the consideration is $100,000 or more. Every construction contract with or on behalf of the City of Los Angeles for which the consideration is $5,000 or more shall require the prime contractor to complete and upload an Affirmative Action Plan. Subcontractors are required to submit this form to their prime contractor, who must retain it for the life of the contract, for any subcontracts for which...
the consideration is $5,000 or more. Additionally, every construction contract as referenced above shall also comply with the Los Angeles Administrative Code Section 10.13.

**Equal Benefits Ordinance (EBO)**
By completing and uploading the Equal Benefits Ordinance Compliance Affidavit your company is certifying compliance with the requirements of said ordinance. If selected as a successful Bidder/Proposer, your EBO Compliance Affidavit will be verified for completeness by the Office of Contract Compliance prior to contract award. A company wishing to seek a waiver of the EBO provisions must submit the EBO Waiver Application with the bid or proposal. The EBO Waiver Application shall be forwarded to OCC for processing. OCC shall notify the awarding department of the determination resulting from the waiver request. Upon contract award, your company may be randomly selected for a compliance audit, at which time your company will be required to demonstrate compliance as indicated in the EBO Compliance Affidavit.

**First Source Hiring Ordinance (FSHO)**
Prime contractors who are awarded a contract that is subject to the requirements of the FSHO must complete and upload the FHSO Compliance Affidavit. Unless otherwise exempt, the FSHO applies to service contracts over $25,000 and 3 months, and some loan or grant recipients. Awarding departments may seek exemption by submitting a completed FSHO-X Form to the Office of Contract Compliance prior to contract execution.

Every contract with or on behalf of the City of Los Angeles for which the consideration is $1,000 or more shall complete and upload Equal Employment Practices Provisions Certification. Subcontractors are required to submit this form to their prime contractor, who must retain it for the life of the contract, for any subcontracts for which the consideration is $1,000 or more.

**Slavery Disclosure Ordinance (SDO)**
By completing and uploading the Slavery Disclosure Affidavit your company will have satisfied the reporting requirement of the Slavery Disclosure Ordinance. A company wishing to seek an exemption of the SBO provisions must submit the SDO Exemption Form with the bid or proposal. The SDO Exemption Form shall be forwarded to OCC for processing. OCC shall notify the awarding department of the determination resulting from the waiver request.

**IMPORTANT NOTICE**
Currently, all other forms pertaining to the Living Wage Ordinance and the Contractor Responsibility Ordinance shall be submitted with each bid/proposal.
The following tutorial will walk you through the process of

- Downloading and Uploading Company Compliance Documents
Step 1: Log into BAVN

1. Only the administrator of your company has the authority to upload company compliance documents.

2. Under Profiles, go to Company Profile, click on the Compliance Documents link.
The following compliance forms can be downloaded and uploaded on BAVN:

**AA - Affirmative Action**
- Federally Assisted Construction Projects Equal Employment Opportunity/Affirmative Action
- Affirmative Action Plan

**EBO - Equal Benefits Ordinance**
- Equal Benefits Ordinance Affidavit

**FSHO - First Source Hiring Ordinance**
- First Source Hiring Ordinance Compliance Affidavit

- Equal Employment Practices Provisions Certification

**SD - Slavery Disclosure Ordinance Forms**
- Slavery Disclosure Ordinance Affidavit

Please read instructions before downloading and uploading Company Compliance Documents
Step 2: Download Compliance Form Template

1. Review the Company Compliance Documents list
2. Click on the 'Click here to download templates and upload completed forms' link next to the form you would like to download.

Company Compliance Documents

- The uploaded forms will be verified by the Bureau of Contract Administration (BCA) only if your company is the successful Proposer/Bidder selected for contract award.
- Upon BCA verification, the Awarding Authority shall award the contract. If in the process of verifying the uploaded forms, BCA finds that the form(s) are incomplete, the awarding department shall be notified and your company will be required to re-upload the form(s).
- Currently, all other forms pertaining to the Living Wage Ordinance and the Contractor Responsibility Ordinance shall be submitted with each bid/proposal.

### Company Compliance Documents

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<thead>
<tr>
<th>Compliance Document</th>
<th>Status</th>
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<th>Uploaded By</th>
<th>Uploaded</th>
<th>Expires</th>
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<td>Queeny O</td>
<td>04/29/14</td>
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<td>Click here to download templates and upload completed forms</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>First Source Hiring Ordinance</td>
<td>Not Uploaded</td>
<td>Click here to download templates and upload completed forms</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-discrimination/Equal Employment Practices Provisions</td>
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<td></td>
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<td>Survey Disclosure Ordinance (Indefinite Application)</td>
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Step 3: Upload Compliance Form Template

1. Click on the “Click here to download the Equal Benefits Ordinance Affidavit form” link

Upload the Equal Benefits Ordinance (EBO) Document

Disclaimer:
- By completing and uploading the Equal Benefits Ordinance Compliance Affidavit, your company is certifying compliance with the requirements of said ordinance.
- If selected as a Successful Bidder/Proposer, your EBO Compliance Affidavit will be reviewed by the Office of Contract Compliance prior to contract award.
- A company wishing to seek a waiver of the EBO provisions must submit the EBO Waiver Application with the bid or proposal.
- The EBO Waiver Application shall be reviewed by the Office of Contract Compliance prior to contract award.
- The Office of Contract Compliance will notify the acquiring department of the determination resulting from the waiver request.
- Upon execution of a contract, your company may be subject to a compliance audit at which time your company will be required to demonstrate compliance as indicated in the EBO Compliance Affidavit.
- The EBO Compliance Affidavit provisions apply only to agreements the value of which exceeds $500,000 unless otherwise stipulated.
- This includes Service Contracts, Construction Contracts, Purchase Orders, Leases or Licenses as defined by the EBO.

Important Notice:
- These instructions are not applicable to Bidder/Proposers referring to unbundled/undistorted facilities by the Los Angeles World Affiliates, the Port of Los Angeles and the Department of Water & Power.
- Currently, all other terms pertaining to the Living Wage Ordinance and the Continuous Responsibility Ordinance must be included in each bid proposal.
- Once uploaded, the form will not be able to modify or remove the uploaded file.

Instructions:

[Click here to download the Equal Benefits Ordinance Affidavit form]

1. Fill out the form and sign.
2. Save the form to a PDF file.
3. Upload the completed and signed PDF form using the form below.

Select File

Choose File: No file chosen.

Upload Document

- Download and Fill form completely
- Scan the form and save it as and into a single PDF file
- Select form to upload
- Click on the Upload Document button to submit form

3. The Status now shows Submitted. You can either Modify or Remove the uploaded document by clicking on the respective links.
<table>
<thead>
<tr>
<th>Company Compliance Documents</th>
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<td>Queeny O</td>
<td>07/09/13</td>
<td>No expiration date</td>
</tr>
</tbody>
</table>

4. Follow the same process to upload the rest of the Compliance documents.

For questions or concerns, please email ITA.BAVN@LACITY.ORG
City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eoe@lacjtv.org

EBO/FSHO COMPLIANCE

Prime contractors must certify compliance with Los Angeles Administrative Code (LACC) Section 10§ 2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

BAVN Company Id: ___________________________ EIN/TIN: ___________________________
Company Name: ____________________________________________________________
Company Address: ____________________________________________________________
City: ___________________________ State: ___________________________ Zip: ______________
Contact Person: ___________________________ Phone: ___________________________ E-mail: ___________________________
Approximate Number of Employees in the United States: ___________________________
Approximate Number of Employees in the City of Los Angeles: ___________________________

SECTION 2. EBO REQUIREMENTS

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

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

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

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

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

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

.... I have no employees.
.... I provide no benefits.
.... I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
.... I provide equal benefits as required by the City of Los Angeles EBO.
.... I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
.... All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
.... Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date).
Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

**FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT**

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution.

As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at [http://bca.lacity.org](http://bca.lacity.org)) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at [http://bca.lacity.org](http://bca.lacity.org)) as described below.

During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Community Development Department;
2. Interview qualified individuals referred by the City’s referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

**DECLARATION UNDER PENALTY OF PERJURY**

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

**TERMS OF ACCEPTANCE AND SIGNATURE:**

I, __the requestor for this “EBO/FSHO Affidavit”, warrant the truthfulness of the information provided in the document.

**Electronic Signature:**

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or “wet” signature. Once signed electronically, this document is considered original and legally binding.

BAVN-EBO/FSHO(05/2016)
SDO COMPLIANCE

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments ON labavn (www.labavn.org before a Contract or Contract Amendment can be executed. The Affidavit must only be submitted once on LABAVN, but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding the Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance. Website: http://bca.lacity.org/index.cfm; Phone: (213) 847-2625; E-mail: bca.eeoe@lacity.org.

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS OR PROFITS

1. I, ___________________________ am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

   LABVN Company of

   Company Name

   Street Address

   City

   State

   Zip

   Phone

   Email

3. The company came into existence in (year).

4. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that: (mark only the option(s) that apply):

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

   The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. A description of the nature of that Participation, Investment, or Profit is required and should be sent to bca.eeoe@lacity.org.

   The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. A list of names of any Enslaved Persons or Slaveholders under the Policies is required and should be sent to bca.eeoe@lacity.org.

TERMS OF ACCEPTANCE AND SIGNATURE:

1. I, ___________________________, the requestor for this "SDO Affidavit", warrant the truthfulness of the information provided in the document.

   Electronic Signature: ____________________________

   Signature: ____________________________ Date: ____________________________

   I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.
**Affidavit** means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

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

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

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

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

**Participation** means having been a Slaveholder during the Slavery Era.

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

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

**Slavery** means the practice of owning Enslaved Persons.

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

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

**Slaveholder Insurance Policies** means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.
CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.

In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

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

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

City Department/Division Awarding Contract ____________________________ City Contact Person ____________________________ Phone ____________________________

City Bid or Contract Number and Project Title (if applicable) ____________________________ Bid Date ____________________________

BIDDER/CONTRACTOR INFORMATION

Bidder/Proposer Business Name ____________________________ Contractor’s License Number ____________________________

Street Address ____________________________ City ____________________________ State ____________________________ Zip ____________________________

Contact Person, Title ____________________________ Phone ____________________________ Fax ____________________________

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

☐ An initial submission of a completed Questionnaire.

☐ An update of a prior Questionnaire dated _____/_____/_____.

☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated _____/_____/_____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Print Name, Title ____________________________ Signature ____________________________ Date ____________________________

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: __________
B. BUSINESS ORGANIZATION/STRUCTURE

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

☐ Corporation: Date incorporated: _____/____/____ State of incorporation: ____________
List the corporation’s current officers.
President: ________________________________________________________________
Vice President: __________________________________________________________
Secretary: ______________________________________________________________
Treasurer: _______________________________________________________________

☐ Check the box only if your firm is a publicly traded corporation.
List those who own 5% or more of the corporation’s stock. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation’s stock.
___________________________________________________________
___________________________________________________________
___________________________________________________________

☐ Partnership: Date formed: _____/____/____ State of formation: ____________
List all partners in your firm. Use Attachment A if more space is needed.
___________________________________________________________
___________________________________________________________
___________________________________________________________

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

☐ Joint Venture: Date formed: _____/____/____
List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture’s submission to be considered as responsive to the invitation.
___________________________________________________________
___________________________________________________________
C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?
   □ Yes □ No

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

2. Has any of the firm’s owners, partners, or officers operated a similar business in the past five years?
   □ Yes □ No

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

3. Has the firm changed names in the past five years?
   □ Yes □ No

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

4. Are any of your firm’s licenses held in the name of a corporation or partnership?
   □ Yes □ No

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

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

The responses in this Questionnaire will not be made available to the public for review. This is not a public document. [CPCC §20101(a)]
D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. In the past five years, has your firm ever been denied bonding?
   □ Yes □ No
   If Yes, explain on Attachment B the circumstances surrounding each instance.

6. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?
   □ Yes □ No
   If Yes, explain on Attachment B the circumstances surrounding each instance.

7. Is your firm in the process of, or in negotiations toward, being sold?
   □ Yes □ No
   If Yes, explain the circumstances on Attachment B.

E. INSURANCE

8. In the past five years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm’s behalf?
   □ Yes □ No
   If Yes, explain on Attachment B the circumstances surrounding each instance.

9. Indicate whether your firm currently has a workers’ compensation insurance policy in effect, whether it is legally self-insured, or whether it currently has no workers’ compensation insurance policy in effect.
   □ Workers’ Compensation Insurance Policy Currently in Effect
   □ Legally Self-Insured
   □ No Workers’ Compensation Policy Currently in Effect
   If you have no worker’s compensation insurance policy currently in effect, and you are not legally self-insured, provide an explanation on Attachment B.

10. List the Experience Modification Rate (EMR) issued to your firm annually by your workers’ compensation insurance carrier for the last three years. Begin with the most recent year (YR 1) that an EMR rate was issued (EMR -1). If any of the rates for the three years is or was 1.00 or higher, you may provide an explanation on Attachment B.

11. Within the past five years, has your firm ever had employees but was without workers’ compensation insurance or state approved self-insurance?
   □ Yes □ No
   If Yes, explain on Attachment B each instance. If No, attach a statement from your workers’ compensation insurance provider that you have been continuously insured for the past five years.
F. PERFORMANCE HISTORY

12. How many years has your firm been in business? _______ Years.

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

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

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

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

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

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

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

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

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

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

G. DISPUTES

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

   (a) Payment to subcontractors?
      □ Yes □ No

   (b) Work performance on a contract?
      □ Yes □ No

   (c) Employment-related litigation brought by an employee?
      □ Yes □ No
19. Does your firm have any outstanding judgments pending against it?
   □ Yes □ No
   If Yes, explain on Attachment B the circumstances surrounding each instance.

20. In the past five years, has your firm been assessed liquidated damages on a contract?
   □ Yes □ No
   If Yes, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

H. COMPLIANCE

21. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 10)? For this question, the term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation.
   □ Yes □ No
   If Yes, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

22. If a license is required to perform any services provided by your firm, has your firm, or any person employed by your firm, been investigated, found to have violated, cited, assessed any penalties, or subject to any disciplinary action by a licensing agency for violation of any licensing laws in the past five years?
   □ Yes □ No
   If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

23. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?
   □ Yes □ No
   If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

24. Provide on Attachment B, the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that will provide apprentices to your company for use on any public works projects that you are awarded by the City of Los Angeles.

Provide on Attachment B, the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that have provided apprentices to your company on any public works project on which your firm has participated within the last 3 years.
I. BUSINESS INTEGRITY

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

CERTIFICATION UNDER PENALTY OF PERJURY

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

Print Name, Title ___________________________ Signature ___________________________ Date ___________________________
ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page ___
ATTACHMENT B FOR SECTIONS D THROUGH I

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page ___
ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 21

Check Yes in response to Question No. 21 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered Yes, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

**FEDERAL ENTITIES**

**Federal Department of Labor**
- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

**Federal Department of Justice**
- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

**Federal Department of Housing and Urban Development (HUD)**
- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

**Federal Environmental Protection Agency**
- Environmental Protection Act

**National Labor Relations Board**
- National Labor Relations Act

**Federal Equal Employment Opportunity Commission**
- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

**STATE ENTITIES**

**California’s Department of Industrial Relations**
- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers’ compensation self insurance plans
- Workers’ Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

**California’s Department of Fair Employment and Housing**
- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

**California Department of Consumer Affairs**
- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department’s boards, including the Contractor’s State Licensing Board

**California’s Department of Justice**

**LOCAL ENTITIES**

**City of Los Angeles** or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

**OTHERS**

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.
CITY OF LOS ANGELES

PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

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

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

(a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.

(b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.

(c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.

(d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.

(e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.

(f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.

(g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

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

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative Date

Print Name and Title of Officer or Authorized Representative

Awarding City Department Contract Number

SRIS/CRO-3, Pledge of Compliance (Rev. 5/25/04)
# PERFORMANCE SCHEDULE / PROJECT TIMELINE

**NAME OF PROJECT:**

**NAME OF CONTRACTOR:**

<table>
<thead>
<tr>
<th>MILESTONE</th>
<th>DESCRIPTION</th>
<th>TIME FRAME** (in months)</th>
</tr>
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<tbody>
<tr>
<td>Pre-Design</td>
<td>Planning, environmental review &amp; mitigation, relocation, zoning.</td>
<td></td>
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<tr>
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**Time frame begins from the date contract with HCID is executed, indicated by number of months. For example: Pre-Design = 1 month, Construction= 4 months**
EXHIBIT

LOAN AGREEMENT

(____________________ PROJECT)

CITY PROMISSORY NOTE
SECURED BY THE CITY DEED OF TRUST
(Service Payback)

RECITALS

WHEREAS, the City of Los Angeles ("City") has entered into Grant Agreements with the United States Department of Housing and Urban Development, hereinafter called the GRANTOR, pursuant to Title I of the Housing and Community Development Act of 1974, as amended, to address the community development needs of the City, and also, pursuant to Title IV, Subtitle B of the Stewart B. McKinney Homeless Assistance Act of 1987, Public Law 100-77, to address the needs of homeless persons in the City; and

WHEREAS, the City’s Housing and Community Investment Department ("HCID") collaborates with private organizations, other agencies of the City and agencies of other governmental jurisdictions in carrying out certain functions and programs, hereinafter called the Program, which are its responsibility; and

WHEREAS, City Council File Number ________, dated ________________, approved the ______th Program Year Action Plan and City Council File Number ____________, dated ________, approved the _______ and thereby authorized a total of ________ Dollars ($_________) in CDBG funding for the payment of Eligible Costs related to __________ PROJECT ("Project") located at _______________________, CA _____ ("Property"); and

WHEREAS, the Project has been established by the City as one of the above-described Programs, and has been approved by the Los Angeles City Council and the Mayor; and
WHEREAS, the Project involves a public improvement and facility activity in accordance with 24 CFR 570.203 et seq. and/or 570.703 and satisfies a national objective per 24 CFR 570.208; and

WHEREAS, the City issued a loan to __________ ("Borrower") in the amount of __________ dollars ($_________), loaned to support __________ dollars ($_________) in project development costs ("City Agreement" or "City Loan"), and as part of the consideration for the City loan from City to Borrower shall be this Note secured by the City Deed of Trust in the amount of __________ dollars ($_________), and in compliance with the City Agreement.

1. NOW, THEREFORE, FOR VALUE RECEIVED, __________, a California non-profit organization (the "Borrower"), promises to pay to the order of City of Los Angeles, a municipal corporation, a total principal amount of __________ dollars ($_________) and all accrued interest thereon or so much as may be advanced to the Borrower pursuant to the City Agreement No. C-_________, dated ______, 20____, as amended, between the Borrower and City.

2. The obligation of the Borrower is subject to the terms of the City Agreement, the City Deed of Trust, and this Note, executed by the Borrower for the purpose of securing this Note.

3. The amount due under this Note is due and payable only in the event that (i) Borrower fails to meet its service repayment obligations as set forth in the City Agreement; (ii) the use of the Project as a __________ facility is changed as per 24 CFR 570.505 and the alternate use is not approved in writing by the City; (iii) the national objective is not met as per 24 CFR 570.208; (iv) Borrower fails to complete the ___(project scope category, e.g., rehabilitation)_____ of the Property; and/or (v) the City terminates the City Agreement as a result of an uncured default under the City Agreement.

4. The Borrower shall utilize the facility for the purpose of providing horsemanship recreational opportunities and
physical therapy treatment to disabled persons, for a period of ____ years (__) and ____ (__) months from the date(s) cited by the Borrower in the Borrower's notice to the City that services began pursuant to §203.F & K. of the City Agreement, to serve ________ eligible persons per month.

5. The Borrower shall maintain and retain during the entire service repayment period, subject to City review, a record of each of the clients served which shall include, but not be limited to, the services rendered, residency status, the individual and/or family income, sex, age, ethnicity, and the fee and/or donations received in lieu of such fee.

6. The Borrower shall submit to City on a quarterly calendar period the following information on the City-approved report format attached to the City Agreement as Exhibit "O" Quarterly Participant Report Form which shall be due on the 10th day of the calendar month following the end of the preceding quarterly period.

7. Debt Service Period (Service Repayment) - commencing on the Project Completion Date, the debt service period shall be _____(__) years and ____ months.

8. Payment of Principal/Service Credit - all non-monetary payments made by the Borrower as they relate to the City Agreement and this Promissory Note shall be in the form of service repayment (unless otherwise provided). Service repayment shall be in the form of ___(category of)______ services primarily for the benefit of low and moderate income persons living within the City of Los Angeles (or such other specific services which the City has approved in writing).

Borrower shall receive a service repayment credit in an amount not to exceed One Hundred Thousand Dollars ($100,000) per year of satisfactory service in accordance with CF 08-1302.

Any real property under the Borrower's control that was acquired or improved in whole or in part with Grant Funds

C - (3 of 7)
provided under the City Agreement in excess of $25,000, shall either be:

(a) Used to meet one (1) of the national objectives set forth in 24 CFR 570.208 until five (5) years after the expiration of the City Agreement, or such longer period of time as determined appropriate by the City; or

(b) Disposed of in a manner which results in the City being reimbursed in the amount of the current fair market value of the property, less any portion thereof attributable to expenditures of non-grant funds acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with (1) above.

9. Any Program Income, as defined under the applicable CDBG regulations, must be reported to the City on the expenditure report, and must be returned to the City in accordance with the City’s written direction to the Borrower. At the City’s discretion, Program Income may be used to augment the Borrower’s program. Use of Program Income is permitted only by written amendment to this Agreement. Should this use of Program Income be approved, Borrower shall maintain records in support of all earnings and expenditures relating to the use of those funds in accordance with City of Los Angeles record retention and audit requirements. The City shall monitor Borrower’s compliance with all Program Income requirements.

Borrower’s failure to comply fully with Program Income requirements including any City Directives or regulations shall result in findings of disallowed costs.

10. This Note evidences the obligation of the Borrower to the City to repay funds loaned to the Borrower to finance a portion of the cost of ______________ dollars ($__________) for the Project.

11. This Note is also payable in lawful money of the United States at the office of Housing and Community Investment

C - (4 of 7)

[**PROJECT**
Promissory Note **Date**)
12. This Note shall bear simple interest at the rate of zero percent (0%) per annum on the principal amount outstanding from the date of the warrant (Los Angeles City check), until paid. Interest shall be computed based upon a three hundred sixty (360) day year, and a thirty (30) day month.

13. Unless sooner due pursuant to this Note, the combined principal of the City Loan and all accrued interest thereon shall be due and payable on the earliest of (a) _______ (__) years from the date of the Project Completion Date, (b) the date the Property is sold or refinanced without City approval, or (c) an Event of Default by Borrower which has not been cured as provided for in the City Agreement.

14. A default shall be deemed to occur if Borrower (i) fails to satisfy the service requirement under this Note or the City Agreement, (ii) fails to comply with any non-monetary covenant under this Note or the City Agreement, or (iii) is otherwise in default under the provisions of this Note or the City Agreement and such default is not cured in accordance with the provisions of the City Agreement.

15. If Borrower fails to perform any of the provisions of the City Agreement and/or this Note within the prescribed or otherwise reasonable period of time, or fails to obtain written waiver or amendment thereof from the City, this Note shall bear the simple interest rate of fifteen percent (15%) ("Default Rate") per annum, from the date due until the date paid.

16. The Borrower shall have the right to prepay without penalty the obligation evidenced by this Note, or any part thereof, at any time and from time to time.

The Borrower may purchase the City's interest in the Project’s Real Property as follows: (1) within the first five (5) consecutive years of Service Payback for the

C - (5 of 7)

[**PROJECT**
Promissory Note **Date**!]
current fair market value of such interest in accordance with 24 CFR 570.503(b)(7); or (2) subsequent to the first five (5) consecutive years of Service Payback for an amount to be negotiated between the City and the Borrower, but not less than the amount of unamortized Service Payback, as determined by the City.

17. All covenants, conditions and agreements contained in the City Deed of Trust, City Agreement, and any Loan Documents in connection to the Project, are hereby made a part of this Note. Upon any Event of Default, as defined in the City Agreement, the City may exercise any other right or remedy permitted under the Loan Documents.

18. If Borrower sells, conveys, assigns or otherwise transfers (i) all or any part of the Property, (ii) any interest in the Property, or (iii) any beneficial interest of Borrower (which shall include, without limitation, a sale or other transfer of any interests in Borrower if Borrower is a partnership or limited liability company), whether any such sale, conveyance, assignment or other transfer occurs directly or indirectly, voluntarily or involuntarily or by operation of law, without the prior written consent of the City (which shall not be unreasonably withheld), then the City may elect, in its sole and absolute discretion, to accelerate the maturity date and declare the entire unpaid principal or the current fair market value of the Property pursuant to 24 CFR 570.505 and other sums due hereunder to be immediately due and payable.

19. The City may, at its sole option, assign this Note and/or designate any other person or entity as the holder hereof.

20. No modifications, amendments, or waiver except as specified herein. This Note may not be amended, modified or changed, nor shall any waiver of the provisions hereof be effective, except only by an instrument in writing signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought. Additionally, a waiver of any provision in one event shall not be construed as a waiver of any other provision at any time, as a continuing waiver, or as a
waiver of such provision on a subsequent event.

21. Any provision of this Note which shall be held by a court of competent jurisdiction to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision or term hereof, and such other provisions or terms shall remain in full force and effect.

22. In the event that any monetary provisions of the City Agreement, City Deed of Trust, and/or City Note conflict, the terms of the City Note and City Deed of Trust shall control. In the event that any monetary provisions of the City Note and City Deed of Trust conflict or in the event that any non-monetary provisions of the City Agreement, City Deed of Trust, and/or City Note conflict, the strictest provision shall control.

Borrower:

Executed this __________ day of __________________________, 2015

A California Non-Profit Organization

By: ____________________________________________
    A California

Its:

By: ____________________________________________
    Name: __________________________
    Title: __________________________

By: ____________________________________________
    Name: __________________________
    Title: __________________________
RECORDING REQUESTED BY

CITY OF LOS ANGELES
HOUSING + COMMUNITY INVESTMENT DEPARTMENT

AND WHEN RECORDED MAIL TO:

1200 W. 7th STREET, 9th FLOOR
LOS ANGELES, CA 90017
ATTN: HCID/MTAIN Director

TITLE ORDER NO. ESCROW NO. API NO.

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this ______ day of ______, 2015, between ______ (contractor), herein called TRUSTOR, whose address is ______________, California, 9 ______ and The Housing + Community Investment Department of the City of Los Angeles, herein called TRUSTEE, and The CITY OF LOS ANGELES, herein called BENEFICIARY,

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in ______________, California, 9 ______ in Los Angeles County, California, described as:

(property legal description).

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing:
1. Performance of each agreement of Trustor incorporated by reference or contained herein.
2. Payment of the indebtedness evidenced by one promissory note of even date, attached hereto as Attachment A and incorporated by reference herein, and any extension or renewal thereof, in the principal sum of ______ (contract compensation total) ______, executed by Trustor in favor of Beneficiary or order.
3. Payment of Principal as detailed in the Promissory Note.
4. Payment of such further sums as the then record owner of said property may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.:

<table>
<thead>
<tr>
<th>COUNTY</th>
<th>DATE</th>
<th>BOOK</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>KERN</td>
<td>9/1048</td>
<td>1206</td>
<td>274</td>
</tr>
<tr>
<td>SAN BERNARDINO</td>
<td>9/1048</td>
<td>8714</td>
<td>147</td>
</tr>
<tr>
<td>LOS ANGELES</td>
<td>9/1048</td>
<td>1700</td>
<td>14</td>
</tr>
<tr>
<td>SANTA BARBARA</td>
<td>9/1048</td>
<td>2144</td>
<td>102</td>
</tr>
<tr>
<td>ORANGE</td>
<td>9/1048</td>
<td>3360</td>
<td>84</td>
</tr>
<tr>
<td>SANTA CLARITA</td>
<td>9/1048</td>
<td>7810</td>
<td>842</td>
</tr>
<tr>
<td>RIVERSIDE</td>
<td>9/1048</td>
<td>1707</td>
<td>1069</td>
</tr>
</tbody>
</table>

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth, and to the Trustee at the City of Los Angeles, Housing + Community Investment Department, Monitoring Technical and Assistance Division at 1200 W. 7th Street, 9th floor, Los Angeles, California, 90017.

________________________________________________________
(authorized contractor signature) (title)

________________________________________________________
(contractor legal name)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF ______________________________

On ______________________________ before me ______________________________ personally appeared ______________________________ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
DO NOT RECORD

The following is a copy of provisions (1) to (14), inclusive, of the recorded deed of trust, recorded in each county in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

To Protect the Security of This Deed of Trust, Trustor Agrees:

1. To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and in any other way cure all vices of labor performed and materials furnished in the manner of said property, comply with all laws affecting said property or requiring any alterations or improvements to be made therein, not to commit or permit waste therein, not to commit, suffer or permit any act upon said property in violation of said laws or any of the terms of this Deed of Trust, or any agreement hereunder, to affect the security hereof Beneficiary or Trustee, or Trustee, purchase, contract or otherwise affect any circumstance, charge or lien which in the judgment of either party is to appear to be prior or superior thereto, or in exercising any such powers, to pay necessary expenditures, employ counsel and pay his reasonable fees.

2. To agree immediately and without demand all sums so recovered by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law at the time hereof, with the same effect as a prior lien, against any property or security hereof Beneficiary or Trustee, or Trustee, purchase, contract or otherwise affect any circumstance, charge or lien which in the judgment of either party is to appear to be prior or superior thereto, or in exercising any such powers, to pay necessary expenditures, employ counsel and pay his reasonable fees.

3. To keep and defend any action or proceeding pertaining to the security hereof or the rights or powers of Beneficiary or Trustee, and is pay all costs and expenses including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to vacate this Deed.

4. To pay at least ten days before delinquency any taxes and assessments affecting said property, including assessments upon improvement water sewer, when due, all subsidies, charges and fees, with interest, on said property or any part thereof, which appear to be prior or superior thereto, all costs, fees and expenses of this Trust.

5. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, without obligation to do so, or without notice or demand upon Trustor and without releasing Trustor from any obligation hereunder, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof Beneficiary or Trustee, such as being authorized in said notice, to sell, store, forward, and forward, to affect the security hereof or the rights or powers of Beneficiary or Trustee, purchase, contract or otherwise affect any circumstance, charge or lien which in the judgment of either party is to appear to be prior or superior thereto, or in exercising any such powers, to pay necessary expenditures, employ counsel and pay his reasonable fees.

6. To agree immediately and without demand all sums so recovered by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law at the time hereof, with the same effect as a prior lien, against any property or security hereof Beneficiary or Trustee, or Trustee, purchase, contract or otherwise affect any circumstance, charge or lien which in the judgment of either party is to appear to be prior or superior thereto, or in exercising any such powers, to pay necessary expenditures, employ counsel and pay his reasonable fees.

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10. To pay at least ten days before delinquency any taxes and assessments affecting said property, including assessments upon improvement water sewer, when due, all subsidies, charges and fees, with interest, on said property or any part thereof, which appear to be prior or superior thereto, all costs, fees and expenses of this Trust.

11. To agree immediately and without demand all sums so recovered by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law at the time hereof, with the same effect as a prior lien, against any property or security hereof Beneficiary or Trustee, or Trustee, purchase, contract or otherwise affect any circumstance, charge or lien which in the judgment of either party is to appear to be prior or superior thereto, or in exercising any such powers, to pay necessary expenditures, employ counsel and pay his reasonable fees.

12. To keep and defend any action or proceeding pertaining to the security hereof or the rights or powers of Beneficiary or Trustee, and is pay all costs and expenses including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to vacate this Deed.

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REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid:

To: City of Los Angeles

Dated __________________________

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to convey all evidences of indebtedness, secured by said Deed of Trust, delivered to you hereunder together with said Deed of Trust, to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the name.

MAIL RECONVEYANCE TO:

Bv
How to Find a City Contract

Go to: https://cityclerk.lacity.org/lacityclerkconnect/

To view a sample executed construction contract:

https://cityclerk.lacity.org/lacityclerkconnect/index.cfm?fa=ccon_viewrecord&contractnum=C-128427
**Performance Schedule / Project Timeline**

**Name of Project:**

**Name of Contractor:**

**Time frame begins from the date contract with HCID is executed. Indicate by number of months; e.g. Pre-Design = 1 month, Construction = 6 months**

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Description</th>
<th>Time Frame** (in months)</th>
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<td>Pre-Design</td>
<td>Planning, environmental review &amp; mitigation, relocation, zoning.</td>
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</tbody>
</table>
DATE: Click here to enter text.

PROJECT TITLE: Click here to enter text.

PROJECT MANAGER: Click here to enter text.

PHONE NUMBER: Click here to enter text.

EMAIL ADDRESS: Click here to enter text.

REPORT PREPARED BY: Click here to enter text.

PHONE NUMBER: Click here to enter text.

EMAIL ADDRESS: Click here to enter text.

PROJECT PHASE: □ PEP □ DESIGN □ BID/PROCUREMENT

□ CONSTRUCTION □ CLOSE OUT

STATUS: Based on the PROJECT PHASE (as indicated above), please discuss the following:

1. Percentage of Completed Work:
   Click here to enter text.

2. Anticipated Completion Date:
   Click here to enter text.

3. Description of Work Completed:
   Click here to enter text.

4. Issues/Concerns:
   Click here to enter text.

PROJECT ANTICIPATED COMPLETION DATE: Click here to enter text.

TOTAL PROJECT EXPENDITURES TO DATE: Click here to enter text.