HOUSING AUTHORITY
of the County of Los Angeles
Administrative Office
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William K. Huang
Acting Executive Director

December 2, 2008

The Honorable Board of Commissioners
Housing Authority of the County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Commissioners:

APPROVE CONTRACT FOR ELEVATOR MAINTENANCE SERVICES FOR 14 SENIOR HOUSING DEVELOPMENTS WITHIN LOS ANGELES COUNTY (ALL DISTRICTS) (3 VOTE)

SUBJECT

Approval of this Contract will provide monthly standardized elevator maintenance services for 37 elevators located at 14 senior housing developments within the County of Los Angeles. The Contract will allow the Housing Authority to continue providing safe and functioning elevators at the 14 senior housing developments.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the approval of a Contract for maintenance services for 37 elevators at 14 senior housing developments located in the County of Los Angeles is exempt from the California Environmental Quality Act (CEQA) as described herein, because the activities will not have the potential for causing a significant effect on the environment.

2. Approve and authorize the Acting Executive Director to execute the attached one-year Contract with Excelsior Elevator Corporation, to be effective on December 16, 2008, to provide elevator maintenance services for 37 elevators located at 14 senior housing developments (identified in Attachment B), located throughout the County of Los Angeles, that are owned or managed by the Housing Authority, and to use for this purpose a total of $60,021, comprised of $50,559 in Conventional Public Housing Program funds provided by the U.S. Department of Housing and Urban Development (HUD) and $9,462 in Project-Based Section 8 Program funds provided by HUD.

3. Authorize the Acting Executive Director to execute amendments to the one-year Contract, following approval as to form by County Counsel, to extend the term of the Contract for a maximum of four years, in one-year increments, at $61,822 for the second year, $63,676 for the third year, $65,587 for the fourth year, and $67,554 for the fifth year, using funds to be approved through the annual budget process.

4. Authorize the Acting Executive Director to execute all necessary administrative amendments to the Contract as well as any amendments to increase the annual compensation amount, in an amount not to exceed thirty percent of the applicable contract year compensation amount, following approval as to form by County Counsel, to provide for any unforeseen needed elevator maintenance services, using the same sources of funds described above.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to approve a Contract for monthly standardized elevator maintenance services for 37 elevators located at 14 senior housing developments throughout the County of Los Angeles. Several of these elevators are older and require regular repair to maintain a constant level of good service.

FISCAL IMPACT/FINANCING

There is no impact on the County general fund. The aggregate amount for all five years of the Contract, if fully extended, will be $318,660 plus an additional $95,598 for any unforeseen repair costs, for a total aggregate amount not to exceed $414,258.

For the first year of services under the Contract, the Housing Authority will use a maximum aggregate of $60,021, comprised of $50,559 in Conventional Public Housing Program funds from HUD and $9,462 in Project-Based Section 8 Program funds from HUD, included in the Housing Authority's approved Fiscal Year 2008-2009 budget.

After the first year, the Housing Authority may extend the Contract for an additional four years, in one-year increments, at $61,822 for the second year, $63,676 for the third year, $65,587 for the fourth year and $67,554 for the fifth year, contingent upon availability of funds.

A thirty percent contingency, in the amount of $18,006 for the first year, $18,547 for the second year, $19,103 for the third year, $19,676 for the fourth year and $20,266 for the

fifth year, is also being set aside to provide for any unforeseen necessary elevator maintenance services, using the same annual source of funds described above.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

These services are being federally funded and are not subject to the requirements of the Greater Avenues for Independence (GAIN) Program or the General Relief Opportunity for Work (GROW) Program implemented by the County. Instead, Excelsior Elevator Corporation will comply with Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain HUD assistance be directed to low- and very low-income persons, particularly to persons who are recipients of HUD housing assistance.

The Contract has been approved as to form by County Counsel and executed by Excelsior Elevator Corporation. On November 19, 2008, the Housing Commission recommended approval of the Contract award.

ENVIRONMENTAL DOCUMENTATION

Pursuant to Title 24 of the Code of Federal Regulations, Section 58.35 (b)(3), this project is excluded from the National Environmental Policy Act (NEPA) because it involves activities that will not alter existing environmental conditions. The action is exempt from the provisions of CEQA pursuant to State CEQA Guidelines Section 15301 because it does not have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS

On September 23, 2008, the Housing Authority initiated an outreach to identify an elevator service maintenance company. Request for Proposal Notices were mailed to 27 elevator maintenance providers identified from the Housing Authority's vendor list. Advertisements also appeared in eight local newspapers and on the Community Development Commission and Los Angeles County Websites. Eight proposal packages were distributed.

A mandatory Pre-Proposal Conference and site walk was held on October 7, 2008, and seven contractors attended. Addendum No. 1 was issued on October 10, 2008 to extend the proposal due date. Addendum No. 2 was issued on October 16, 2008 to revise the Scope of Work and extend the due date to October 22, 2008 to allow the contractors additional opportunity to review the Scope of Work and visit any of the

elevators at the housing developments.

Three proposals were received by the due date. One of the proposals was rejected because of the company's failure to submit a complete proposal package. The other two companies' proposals were evaluated using a 1000 point system. The proposal submitted by Excelsior Elevator Corporation received the highest score and is being recommended for the Contract award.

The Summary of Outreach Activities is provided as Attachment A.

IMPACT ON CURRENT SERVICES

The award of this Contract will allow the Housing Authority to continue providing safe and efficient elevators at the 14 senior housing developments located throughout the County of Los Angeles.

Respectfully submitted,

WILLIAM K. HUANG
Acting Executive Director

Attachments: 3

ATTACHMENT A

CONTRACT FOR ELEVATOR MAINTENANCE SERVICES

Summary of Outreach Activities

On September 23, 2005, the following outreach was initiated to identify qualified firms to provide elevator maintenance services for 37 elevators at 14 senior housing developments throughout Los Angeles County.

A. Newspaper Advertising

Announcements appeared in the following eight local newspapers:

La Opinion	Los Angeles Sentinel
Eastern Group Publications	Los Angeles Times
International Daily News	The Daily News
WAVE Community Newspapers	Long Beach Press Telegram

An announcement was also posted on the Community Development Commission's and the L.A. County's web sites.

B. Distribution of Proposal Packets

The Housing Authority's vendor list was used to mail out the IFB to 27 contractors, of which 13 identified themselves as businesses owned by minorities or women (private firms which are 51 percent owned by minorities or women, or publicly-owned businesses in which 51 percent of the stock is owned by minorities or women).

As a result of the outreach, eight proposal packets were requested and distributed.

C. Pre-Proposal Conference and Site Walk

A mandatory Pre-Proposal Conference was held on October 7, 2008. Seven Contractors attended. Addendum No. 1 was issued on October 10, 2008 extending the proposal due date. Amendment No. 2 was issued on October 16 revising the Scope of Work and extending the bid due date from to October 22, 2008 to allow the Contractors additional opportunity to view the various elevators at the housing developments.

D. Proposal Results

On October 23, 2008 three proposals were received. Once proposal package was incomplete and rejected. Two proposals were evaluated using a 1000 point system. The evaluation scores are as follows:

Company	Total Points
Excelsior Elevator	905
Superior Elevator	894

E. Minority/Female Participation –Contractor and Subcontractor

Name	Ownership	Employees
Excelsior Elevator Corp.	Minority	Total: 6 4 minorities 2 women 67% minorities 33% women

F. Minority/Female Participation – Firms Not Selected

Name	Ownership	Employees
Superior Alliance Elevator Corp.	Non-Minority	Total: 8 1 minorities 0 women 13% minorities 0% women

The Housing Authority conducts ongoing outreach to include minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Housing Authority.

The recommended award of the contract is being made in accordance with the Housing Authority's policies and federal regulations, and without regard to race, creed, color, or gender.

ATTACHMENT B

ELEVATOR UNITS INFORMATION
FOR
HOUSING SITES

Elevator Location Sites	Number of Elevators	Manufacturer	Type	No. of Stops
Orchard Arms 23420 Wiley Canyon Road Valencia, CA 91355	4	Oliver & Williams	Hydraulic	2
Foothill Villa 2423 Foothill Blvd. La Crescenta, CA 91214	3	U.S.	Hydraulic	3
Lancaster Homes 711 West Jackman Street Lancaster, CA 93534	2	Coast	Hydraulic	2
Kings Road Apartments 800 North Kinds Road West Hollywood, CA 90069	4	Westinghouse	Hydraulic	4
West Knoll Apartments 838 North West Knoll Drive West Hollywood, CA 90069	2	Delta	Hydraulic	2
Palm Avenue Apartments 959 North Palm Avenue West Hollywood, CA 90069	2	U.S.	Hydraulic	2
Marina Manor 3401 Via Dolce Marina Del Rey, CA 90292	4	Reliable	Hydraulic	4 8
Nueva Maravilla 4949 Cesar E. Chavez Avenue Los Angeles, CA 90022	4	Oliver & Williams	Hydraulic	2
Francisquito Villa 14622 Francisquito Avenue La Puente, CA 91746	2	U.S.	Hydraulic	3
Whittier Manor 11527 Slauson Avenue Whittier, CA 90608	2	Reliable	Hydraulic	3
Herbert Avenue Apartments 133 Herbert Avenue Los Angeles, CA 90063	2	Dover	Hydraulic	3
South Bay Gardens 230 East 130th Street Los Angeles, CA 90061	2	Otis	Hydraulic	3
Carmelitos 1000 Via Wanda Long Beach, CA 90805	2	Dover	Hydraulic	3
Lomita Manor 24925 Walnut Street Lomita, CA 90717	2	Coast Elevator	Hydraulic	3

STANDARD CONTRACT
ELEVATOR MAINTENANCE SERVICES

This Contract is made and entered into this 16TH day of December, 2008 by and between the Housing Authority of the County of Los Angeles, hereinafter referred to as "Housing Authority", and Excelsior Elevator Corporation, hereinafter referred to as "Contractor."

RECITAL

1. PURPOSE

The Contractor is in the business of providing needed elevator maintenance services. On October 22, 2008 in response to the Housing Authority's Request for Proposals, Contractor submitted a proposal to furnish the hereinafter-described elevator maintenance services to the Housing Authority.

TERMS AND CONDITIONS

2. TERM

This Contract shall commence December 16, 2008 and shall remain in full force and effect for 12 months until December 15, 2008 unless sooner terminated as provided herein. This Contract may be extended in one-year increments, for a total of four (4) additional years at the sole discretion of the Housing Authority.

3. CONTRACTOR'S RESPONSIBILITIES

The Contractor agrees to perform in a good workmanlike manner, to the satisfaction of the Housing Authority's Acting Executive Director, all the work described in the attached Statement of Work, Attachment A.

4. COMPENSATION

The Contractor shall submit to the Housing Authority by the 15th day of each month an invoice on a form approved by the Housing Authority for services rendered, as described in Attachment A, Statement of Work. Upon receipt and approval, the Housing Authority will pay the Contractor within thirty (30) days of receipt and approval of the invoice in accordance with Attachment B, Fee Schedule. The yearly amount of compensation under this Contract shall not exceed Sixty Thousand Twenty-One Dollars ($40,021.00), and the total amount of compensation under this Contract will not exceed Sixty Thousand, Twenty-One Dollars ($60,021.00), which shall include all related expenses.

The Contractor shall be paid in accordance with the Housing Authority's standard accounts payable system.

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

5. SOURCE AND APPROPRIATION OF FUNDS

The Housing Authority's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) and, for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.

In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Housing Authority will endeavor to notify the Contractor in writing within ten (10) days of receipt of non-appropriation notice.

6. TERMINATION FOR IMPROPER CONSIDERATION

The Housing Authority may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County office, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract of the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the Housing Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by a Housing Authority officer or employee to solicit such improper consideration. The report shall be made either to the Housing Authority's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

7. ASSIGNMENT BY CONTRACTOR

The Contractor shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the Housing Authority, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Housing Authority consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Housing Authority to any approved delegate or assignee on any claim under the Contract shall be deductible, at the Housing Authority's sole discretion, against the claims, which the Contractor may have against the Housing Authority. However, the Housing Authority reserves the right to assign this Contract to another public agency without the consent of the Contractor.

Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Housing Authority in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Housing Authority's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the Housing Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8. CONFIDENTIALITY OF REPORTS

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Housing Authority.

9. SUBCONTRACTING

The Contractor may subcontract only those specific portions of work allowed in the original specifications covered by this Contract with prior written approval by the Housing Authority.

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without prior written approval by the Housing Authority.

10. INSURANCE

Without limiting Contractor's indemnifications provided in this Contract, Contractor shall procure and maintain, at Contractor's sole expense for the duration of this Contract, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be approved by the California Department of Insurance and must be included on the California Department of Insurance List of Eligible Surplus Line Insurers (hereinafter "LESLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in Best's Insurance Guide. Contractor shall, concurrent with the execution of this Contract, deliver to the Housing Authority certificates of insurance with original endorsements evidencing the insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The Housing Authority reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Housing Authority and may provide for such deductibles as may be acceptable to the Housing Authority. Any self-insurance program and self-insured retention must be separately approved by the Housing Authority. In the event such insurance does provide for deductibles or self-insurance, Contractor agrees that it will defend, indemnify and hold harmless the Housing Authority, its elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each such certificate shall stipulate that the Housing Authority be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. Contractor shall give the Housing Authority immediate notice of any insurance claim or loss which may be covered by insurance. Contractor represents and warrants that the insurance coverage required herein will also be provided by any entities with which Contractor contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier:

Elevator Service and Maintenance
(Name of Project)

The insurance policies set forth herein shall be primary insurance with respect to the Housing Authority. The insurance policies shall contain a waiver of subrogation for the benefit of the Housing Authority. Failure on the part of Contractor, and/or any entities with which Contractor contracts, to procure or maintain the insurance

coverage required herein may, upon the Housing Authority's sole discretion, constitute a material breach of this Contract pursuant to which the Housing Authority may immediately terminate this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Housing Authority, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Housing Authority shall be immediately repaid by the Contractor to the Housing Authority upon demand including interest thereon at the default rate. In the event of such a breach, the Housing Authority shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. Contractor's failure to assert or delay in asserting any claim shall not diminish or impair the Housing Authority's rights against the Contractor or the insurance carrier.

When Contractor is naming the Housing Authority as an additional insured on any of the insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 10 01. When any entity with which Contractor is contracting, is naming the Housing Authority as an additional insured on any of the insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85.

The following insurance policies shall be maintained by Contractor and any entity with which Contractor contracts for the duration of this Contract, unless otherwise set forth herein:

A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

The Community Development Commission of the County of Los Angeles (Commission), the Housing Authority of the County of Los Angeles (Housing Authority), the County of Los Angeles (County), and each of their agents, officers, officials and employees, shall be covered as insureds with respect to: liability arising out to activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, leased or used by the Contractor.

B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	$1,000,000
Disease-policy limit	$1,000,000
Disease-each employee	$1,000,000

11. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the Commission, Housing Authority, County, and each of their elected and appointed officers, officials, representatives, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorney's fees and costs and expert witness fees), including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to Contractor's acts, errors, or omissions arising from, pertaining to, or relating to this Contract. This indemnification provision shall remain in full force and effect and survive the termination and/or expiration of this Contract. Contractor agrees to require any and all entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Commission, Housing Authority, and County, as applicable to each of them.

12. HOUSING AUTHORITY'S QUALITY ASSURANCE PLAN

The Housing Authority will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies, which Housing Authority determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Housing Authority and Contractor. If improvement does not occur consistent with the corrective measure, the Housing Authority may terminate this Contract, pursuant to Paragraph 13 or 14, or impose other remedies as specified in this Contract.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and following years of this Contract to evaluate the performance of the Contractor. Based on the assessment of the performance review, as determined by the Housing Authority in its sole discretion, written notification will be given to the

Contractor whether this Contract will be terminated at the end of the current year or will be continued into the next contract year.

13. TERMINATION FOR CONVENIENCE

The Housing Authority reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

14. TERMINATION FOR CAUSE

This Contract may be terminated by the Housing Authority upon written notice to the Contractor for just cause (failure to perform satisfactorily) with no penalties incurred by the Housing Authority upon termination or upon the occurrence of any of the following events in A, B, C or D:

A. Should the Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the Housing Authority within the time specified in such notice, the Housing Authority shall have the power to suspend or terminate the operations of the Contractor in whole or in part.

B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the work to be done under this Contract is abandoned for more than three days by the Contractor, then notice of deficiency thereof in writing will be served upon Contractor by the Housing Authority. Should the Contractor fail to comply with the terms of this Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.

C. In the event that a petition of bankruptcy shall be filed by or against the Contractor.

D. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, Contracts, or stipulations of this Contract, the Housing Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at

the option of the Housing Authority become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

15. CONTRACTOR'S WARRANTY OF ADHERENCE TO HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM

The Contractor acknowledges that the Housing Authority has established a goal of ensuring that all individuals who benefit financially from the Housing Authority through a contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

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

16. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 15, "*CONTRACTOR'S WARRANTY OF ADHERENCE TO /HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this contract. Without limiting the rights and remedies available to Housing Authority under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which Housing Authority may terminate this contract pursuant to Paragraph 14 - "TERMINATION FOR CAUSE" and pursue debarment of Contractor, pursuant to Housing Authority Policy.

17. POST MOST WANTED DELINQUENT PARENTS LIST

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is County's and Housing Authority's policy to strongly encourage all Contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. The Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

18. INDEPENDENT CONTRACTOR

This Contract does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Housing Authority and the Contractor.

19. EMPLOYEES OF CONTRACTOR

Workers' Compensation: The Contractor understands and agrees that all persons furnishing services to the Housing Authority pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Housing Authority under this Contract.

Professional Conduct: The Housing Authority does not and will not condone any acts, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Housing Authority will properly investigate all charges of harassment by residents, employees or agents of the Housing Authority against any and all Contractor's employees, agents or subcontractors providing services for the Housing Authority. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

20. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

21. SAFETY STANDARDS AND ACCIDENT PREVENTION

The Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

22. COMPLIANCE WITH LAWS

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract, including but not limited to, the Housing and Community Development Act of 1974, as

amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Contract is in excess of $100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

The Contractor shall comply with the following laws in Sections 23-32, inclusive, and 41-43, inclusive.

23. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)

The Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

24. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

25. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

26. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)

The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this

Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Housing Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Housing Authority may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a

result of such direction by the Housing Authority, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

27. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED

A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

28. FEDERAL LOBBYIST REQUIREMENTS

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

29. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

30. USE OF RECYCLED-CONTENT PAPER PRODUCTS

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

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Housing Authority, Housing Authority, and County to conduct business only with responsible contractors.

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

C. The Housing Authority may debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Housing Authority, Housing Authority, or County, or a nonprofit corporation created by the Commission, Housing Authority, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Commission, Housing Authority, or County or any other public entity, or a nonprofit corporation created by the Commission, Housing Authority, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Commission, Housing Authority, County, or any other public entity.

D. If there is evidence that the Contractor may be subject to debarment, the Housing Authority will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing.

After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Housing Authority shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contract Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Housing Authority may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Housing Authority.

H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

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

I. These terms shall also apply to subcontractors and subconsultants of County, Commission, or Housing Authority contractors, consultants, vendors and operating agencies.

32. COMPLIANCE WITH JURY SERVICE PROGRAM

A. Unless the Contractor has demonstrated to the Housing Authority satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.

C. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

D. The Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

33. ACCESS AND RETENTION OF RECORDS

The Contractor shall provide access to the Housing Authority, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

The Contractor is required to retain the aforementioned records for a period of five years after the Housing Authority pays final payment and other pending matters are closed under this Contract.

34. CONFLICT OF INTEREST

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Housing Authority. Upon execution of this Contract and during its term, as appropriate, the Contractor shall, disclose in writing to the Housing Authority any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Housing Authority's interest and the interests of the third parties.

35. SEVERABILITY

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

36. INTERPRETATION

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if drafted by both parties hereto.

37. WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

38. PATENT RIGHTS

The Housing Authority will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Contract.

39. COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All such documents become the property of the Housing Authority and the Housing Authority holds all the rights to said data.

40. NOTICES

The Housing Authority shall provide the Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Housing Authority has actual knowledge of such injury or damage. Housing Authority shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

Housing Authority:		Housing Authority of the County of Los Angeles Housing Management Division 2 Coral Circle Monterey Park, CA 91755
	Attn:	Maria Badrakhan Director
The Contractor:		Excelsior Elevator Corporation 2219 S. Grand Avenue Santa Ana, CA 92705
	Attn:	Lina Rough C.E.O.

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Contractor and the Housing Authority

may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

41. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Attachment D – Required Contract Notices* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

42. CONTRACTOR'S ACKNOWLEDGMENT OF HOUSING AUTHORITY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the Housing Authority places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Housing Authority's policy to encourage all Housing Authority Contractors to voluntarily post the Housing Authority's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Contractor with the poster to be used.

43. CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in *Attachment C – Required Contract Forms*, the Housing Authority seeks to ensure that all Housing Authority contractors that receive or raise charitable contributions comply with California law in order to protect the Housing Authority and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

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44. ENTIRE CONTRACT

This Contract with Attachments A through D constitutes the entire understanding and Contract of the parties. This Contract includes the following attachments:

A. Statement of Work
B. Fee Schedule
C. Required Contract Forms
D. Required Contract Notices

SIGNATURES

IN WITNESS WHEREOF, the Housing Authority and the Contractor, through their duly authorized officers, have executed this Contract as of the date first above written.

HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES

By_____
William K. Huang
Acting Executive Director

EXCELSIOR ELEVATOR CORPORATION

By_____
Lina Rough
C.E.O.

APPROVED AS TO FORM:
Raymond G. Fortner, Jr.
County Counsel

By_____
Grace Chang
Deputy

APPROVED AS TO PROGRAM:
HOUSING MANAGEMENT DIVISION

By_____
Maria Badrakhan
Director

ATTACHMENT A

STATEMENT OF WORK

1.0 SCOPE OF WORK

The Housing Authority of the County of Los Angeles (Housing Authority) is the County's affordable housing and community development agency. The Housing Authority help strengthen neighborhoods, empower families, support local economies, and promote individual achievement. The Housing Authority maintains several administrative buildings within the County of Los Angeles. Five elevators are located in the administrative buildings. Reference Exhibit 1 for the complete listing.

The Housing Authority is seeking a licensed elevator contractor to provide monthly pro-active preventive elevator maintenance services to facilitate the following:

- Consistent safe operation of the elevator units
- Maximum operational performance of the elevator units
- Maximum beneficial usage of the elevator units
- Maximum life cycle of the elevator units

2.0 DEFINITIONS

2.1 Call Back Service
"Call Back Service" shall mean any request of service or assistance by the Housing Authority or representative when any elevator unit is not available for beneficial usage due to elevator or equipment shutdown or malfunction.

2.2 Elevator Unit
"Equipment Unit" shall mean elevators and associated hardware, parts, and equipment.

2.3 Materials
"Materials" shall mean all tangible property, whether designated as materials, goods, parts, supplies, or otherwise.

2.4 Property
"Property" shall the elevator, equipment, and other associated hardware located in the Housing Authority premises.

2.5 Service(s)
"Service(s)" shall mean the Monthly Pre-Active Preventative Maintenance and repairs that includes all labor, transportation, supplies, materials,

parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants, supervision, applicable taxes, and all other work and materials expressly required under the Contract or reasonably inferred whether or not expressly stated herein.

3.0 GENERAL REQUIREMENTS

3.1 The Contractor shall acknowledge that the Housing Authority is relying on Contractor's professional expertise in performance of services to achieve and maintain the requirements of this SOW and to the satisfaction of the Housing Authority.

3.2 The Contractor shall possess a valid California State Contractors C-11 license to perform all the work in accordance with this Statement of Work.

3.3 The Contractor shall provide qualified personnel with experience to perform all work in accordance with this Statement of Work.

3.4 The Contractor shall perform all Services under the Contract in conformance with the following:

3.4.1 All provisions stated in the Contract
3.4.2 All legal statutes and Code requirements
3.4.3 All applicable original equipment manufacturer's specifications
3.4.4 All Housing Authority's rules, policies, regulations, and requirements for work at the Property, as modified and supplemented during term of the Contract.
3.4.5 All Housing Authority's requirements for cleanup using containers supplied by Contractor
3.4.6 The Housing Authority's satisfaction
3.4.7 By qualified, careful and efficient employees in conformity with best industry practices
3.4.8 Diligently and in a first class, complete and workmanlike manner, free of defect or deficiency
3.4.9 In such manner as to minimize any annoyance, interference, or disruption to occupants of Property and their invitees

4.0 SPECIFIC WORK REQUIREMENTS

4.1 **Services Plan**

Contractor shall submit documentation defining its planned preventive maintenance procedures to facilitate the Contract intent and "Services" for all equipment included under this Contract. Routine maintenance procedures shall include identifiable weekly, bi-weekly, monthly, quarterly, and annual maintenance procedures, including statutory and other required equipment tests. When accepted by the Housing Authority,

Contractor's preventive maintenance schedule/procedure shall become a part of this Statement of Work.

4.2 **Elevator Emergency Phone Line**
The Contractor shall have all telephone lines redirected to the new emergency dispatch number supplied and monitored by the Contractor within one (1) week from the execution of the Contact.

4.3 **Monthly Pro-Active Preventive Maintenance (MPAPM) Services**
The Contractor shall perform a monthly proactive preventive maintenance service in accordance with the original elevator manufacturer's recommendations on all elevator units described in Exhibit 1 on a monthly basis effective on the start of this Contract and includes but is not limited the following:

4.3.1 Systematically examining, cleaning, lubricating, adjusting, and if conditions warrant, repairing or replacing all elevator units.

4.3.2 Consistently maintaining machine room(s), hoistway(s), pit(s), car top(s) and equipment in or on these areas in a clean condition acceptable to Housing Authority.

4.3.3 Checking and adjusting individual and/or elevator group operational system(s) at planned intervals to ensure all control circuits and time settings are properly adjusted to minimize system response time to registered car and hall calls and maximize car and/or group operational performance.

4.3.4 Lubricating equipment at intervals recommended by manufacturer, or as dictated by equipment use or adverse environmental conditions.

4.3.5 Providing replacement lamps to maintain adequate lighting in elevator machine room, secondary sheave level(s), overhead sheave space(s), and pit(s).

4.3.6 Testing all elevator car emergency telephones to the emergency dispatch number. The Contractor shall immediately report any malfunction to the Housing Authority.

4.3.7 Repairing damage to car and hoistway door finish when caused by improper adjustment or maintenance of associated door equipment.

4.3.8 Cleaning the elevator pit and sump-pump pit area of all debris, trash, etc.

4.3.9 Checking the sump pump pit for proper operation and report any malfunctions immediately to the Housing Authority.

4.4 **Repairs/Replacements**

4.4.1 The Contractor shall ensure that all required repairs, replacements, and adjustments as a result of examination or testing of an elevator unit in respect to Sections 4.3.1 through 4.3.7 are performed at no additional costs to the Housing Authority in an expeditious matter.

4.4.2 The Contractor shall proceed expeditiously to make required repairs, replacements, and adjustments.

4.4.3 The Contractor shall notify the Housing Authority in writing, if the Contractor believes such work as noted in Section 4.4.1 and 4.4.2 is not the Contractor's responsibility. No such work shall commence without written approval of the Housing Authority.

4.4.4 **Excluded Repairs**

The Contractor shall be responsible to perform all repairs at no additional cost to the Housing Authority except for the following:

4.4.4.1 Installing new attachments or performance of newly mandated tests recommended or directed by inspection entities; insurance companies; and federal, state or municipal governmental authorities subsequent to the date of the Contract. In the event of new or retroactive requirements, required by such Authorities, the Contractor shall provide written notice and proposal to the Housing Authority within ten (10) working days of effective date.

4.4.4.2 Callbacks, repairing, modifying, adjusting or replacement required due to negligence, vandalism, accident or misuse of the equipment by anyone other than the Contractor, its employees, subcontractors, servants or agents, or other causes beyond the Contractor's control except ordinary wear.

4.4.4.3 Repairing or replacing of Property items, such as car enclosure, hoistway or machine room walls, floors, car interior finishes, car finish floor material, hoistway entrance frames, car and hoistway door panels, car and hoistway door sills, replacement plungers, signal fixture faceplates, and fire alarm initiating devices, cylinders, casings on hydraulic elevators, Intra Selectors, Oak-Selector switches, ERM Door Operators and equipment,

UV-5 Valves and UC-3 Valves, ECO brass valves, Otis 7770 screw drive operators. Exception; see Section 4.4.1 – 4.4.3 above.

4.4.4.4 Mainline and auxiliary disconnecting means, fuses and electrical feeders to equipment control panel(s) in machine rooms.

4.4.4.5 Lamps for normal car illumination.

4.4.4.6 Failure or fluctuations of property electric power.

4.4.4.7 Ingress by water or other material into machine room, hoistway, car enclosure, or pit.

4.4.4.8 The Housing Authority's loading until in excess of its rated car capacity or load classification.

4.4.4.9 Telephone equipment, audio and visual devices.

4.4.4.10 Shrinkage, settlement or movement of building.

4.4.4.11 Underground hydraulic piping and cylinders.

The Contractor shall apply the above exclusions except to the extent that they arise out of or are caused by the negligence, breach of contract, or breach of statutory duty of the Contractor, his employees, agents, subcontractors, or others for whom he is responsible.

The Contractor shall provide a written estimate for items listed in Section 4.4.4.1 through 4.4.4.11 or when repair/replacement become necessary due to extraordinary incidents. The Contractor shall submit the written estimate for the required work to the Housing Authority for review and approval. The Housing Authority reserves the right to approve the said repair/replacement or obtain select other contracts to perform the said work

4.5 **Materials/Supplies/Parts**

The Contractor shall be responsible for supplying all materials for all MPAPM Services. All such materials shall be:

- New.
- Best quality and suitable for their intended uses.
- Obtained from or recommended by original manufacturer(s) of equipment for replacement or repair. Equivalent parts may be used if approved by the Housing Authority in writing.

- Parts requiring repair shall be rebuilt to "like new" condition.
- All lubricants shall be suitable for purpose intended and shall meet or exceed minimum requirements specified by original equipment manufacturer of equipment to which the lubricant is applied.
- Proration of equipment or materials shall not be allowed.

4.6 **Obsolete Materials, Equipment, or Parts**

The Contractor shall be granted consideration by the Housing Authority in regard to obsolescence of systems, materials or parts only when both the original equipment manufacturer(s) and after-market elevator industry suppliers no longer manufacture or rebuild required parts or assemblies. Rebuilt parts and/or assemblies are acceptable when documentation is provided indicating parts and/or assembly meets all design requirements of the original part and/or assembly.

4.7 **Hazardous Waste**

4.7.1 The Contractor shall ensure that all hazardous waste fluids generated from the elevator maintenance shall be removed from the location upon completion of each service and disposed of at a legal dumpsite.

4.7.2 The Contractor shall be allowed to subcontract the removal of waste fluids by a licensed hazard waste removal company provided that the Contractor ensures full responsibility to sign all Hazardous Waste Manifests. A copy of the Hazardous Waste Manifests must be supplied to the Housing Authority.

4.7.3 The Contractor shall report, as noticed, any signs of additional hazardous waste build up to Housing Authority.

4.7.4 The Contractor may be requested by Housing Authority to pump-out fluid built-up in the pit areas during the rainy season.

4.8 **Logs, Reports, and Manuals**

The Contractor shall conspicuously post, maintain and locate in each of the elevator's machine room the following documentation:

4.8.1 Sign-In Log(Exhibit 2),

The Sign-In Log shall include the following:

- Contractor's representative(s) providing the Service
- Date and arrival/departure times
- Purpose of visit

4.8.2 Monthly Pro-Active Preventive Maintenance Service Report (Exhibit 3)

The Monthly Pro-Active Preventive Maintenance Service Report shall include the following:

- Contractor's representative(s) performing the Service

- Date and arrival/departure times
- All required Services noted in Section 4.3.1 through 4.3.6,
- Brief, but detailed description of the required repairs as a result of the MPAPM.

4.8.3 Elevator and Equipment Repair Report (Exhibit 4)
The Elevator and Equipment Repair Report shall include the following:

- Contractor's representative(s) performing the Service
- Date, arrival/departure times
- Brief, but detailed description of work
- Repaired/replaced materials

4.8.4 Elevator/Equipment Manuals (when available)
The Contractor shall ensure that all documentation and data for each elevator unit data is accessible by the Housing Authority at all times. The Housing Authority reserves the right to inspect all documentation at any time.

4.9 **Line Wiring Diagrams (when available)**

4.9.1 The Contractor shall maintain the Housing Authority's complete set of straight line wiring diagrams in good condition. The drawings shall be consistently updated and property noted with "as built" conditions with any changes or modifications to circuits resulting from control modifications, parts replacement or equipment upgrades made by Contractor during term of Contract.

4.9.2 The Contractor shall allow the Housing Authority to reproduce these "as built" drawings and retain sole possession of these drawings in event Contract is terminated. If Contract is terminated, the Housing Authority shall withhold final payment due Contractor until all as built/as modified set(s) of wiring diagrams are delivered to the Housing Authority.

4.10 **Upgrades**

The Contractor shall maintain and upgrade the equipment manufacturer's electronic diagnostic devices required to facilitate the Services, including fixed and hand held devices during the term of the Contract as pre-approved by the Housing Authority.

4.11 **Shutdown of Elevator Units**

The Contractor shall request approval and coordinate with the Housing Authority shutdown of elevator unit service to facilitate Services, unless shutdown is necessitated for emergency repair or adjustment.

4.12 **Compliance with Laws**

4.12.1 The Contractor shall comply with all existing laws, codes, rules and regulations set forth by appropriate authorities having jurisdiction in location where the Services are performed.

4.12.2 The Contractor shall apply the more stringent requirements in the event of a conflict between this SOW and local codes or ordinances.

4.13 **Mandated Elevator Testing**

4.13.1 The Contractor shall schedule, coordinate, and complete statutory and other equipment tests that include, but not limited to:

- Annual no load slow speed test of car and counterweight safeties, governors and buffers.
- 5-year, full load, full speed test of car and counterweight safeties, governors and buffers.
- Monthly Firefighters' service operational tests.
- Annual pressure relief tests on hydraulic elevators.
- Annual standby power operation test(s) on elevators.
- Semi-annually operational tests: battery pack car emergency lighting car emergency communication device and battery pack car lowering devices.

4.13.2 The Contractor shall provide the Housing Authority with a minimum of five (5) working days prior notification of tests so that Housing Authority may witness all tests.

4.13.3 The Contractor shall submit all written reports to the Housing Authority within ten (10) working days of completion of tests, confirming findings including corrective action(s) required and taken.

4.13.4 The Contractor shall affix metal tags to the tested devices and provide the Housing Authority with written documentation clearly indicating the type of test, date of test, Contractor performing test, and applicable Code rule.

4.13.5 The Contractor shall ensure that any and all statutory tests mandated by either national Codes or local jurisdictions or regulations are performed and executed within 30 calendar days of required time constraint. The Contractor's failure to perform and execute any and all statutory tests mandated by either national Codes or local jurisdictions or regulations shall be subject to a $400.00 per calendar day penalty on each elevator unit for each infraction beginning on the 30th day subsequent to the required date and continuing until the Housing Authority receives written

notification from Contractor of completion of required test. Statutory tests include, but are not limited to, items listed under Section 4.13 Compliances with Laws. The Contractor shall attempt to schedule said tests in the presence of local enforcing authority and/or persons designated by the Housing Authority. Scheduling difficulties shall not exempt Contractor from performing tests in compliance with applicable Code or regulatory requirements

4.14 **Area Clean-up**

The Contractor shall be responsible for removing by any means necessary any foreign debris with-in the pit and the sump-pump pit, to include oils, water, including any type of trash. The pit and sump-pump pit will be clean when the Contractor leaves the site.

4.15 **Quarterly Review Meetings**

The Contractor shall meet at least once every quarter (during Quarterly Meetings, please see Section 6.14 - Periodic Meetings) to provide the Housing Authority with a summary and review of all callbacks and elevator unit downtime. The intent of this review is to minimize callbacks by developing consistent communication between the Contractor and the Housing Authority relative to callback trends, unit downtime and their causes.

4.16 **Fees**

The Contractor shall not be responsible for any local or national inspection fees unless a re-inspection was required due to Contractor's failure to expeditiously eliminate deficiencies covered by Services. Otherwise, all inspection fees shall be paid by the Housing Authority.

4.17 **Equipment Performance Requirements**

The Contractor shall maintain a quiet and comfortable car ride with smooth acceleration, deceleration and accurate stop. The Door operation shall be smooth and quiet.

5.0 RESPONSIBILITIES

The Housing Authority and the Contractor's responsibilities are as follows:

Housing Authority

5.1 **Personnel**

5.1.1 The Housing Authority shall monitor the Contractor's performance in the daily operation of this Contract.

5.1.2 The Housing Authority shall provide direction to the Contractor in areas relating to policy, information and procedural requirements.

5.1.3 The Housing Authority shall prepare amendments to the Contract in accordance with the Contract.

5.2 **Fees**

The Housing Authority shall be responsible for all local and national inspection fees unless otherwise as noted in Section 4.16 – Fees.

5.3 **Elevator Manuals**

The Housing Authority shall provide elevator and equipment manuals when available.

Contractor

5.4 **Project Manager**

5.4.1 The Contractor shall provide a full-time Project Manager/Superintendent having sufficient experience supervising similar contracts in size and scope as contained in this Statement of Work.

5.4.2 The Contractor's Project Manager/Superintendent shall act as a central point of contact with the Housing Authority, and shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract.

5.4.3 The Contractor shall provide a telephone number where the Project Manager/Superintendent may be reached on a twenty-four (24) hour per day basis. The Project Manager/Superintendent must be available during all hours, 365 days per year.

5.4.4 The Contractor's Project Manager/Superintendent shall be able to effectively communicate, in English, both orally and in writing.

5.5 **Personnel**

5.5.1 The Contractor shall assign a sufficient number of trained, experienced and capable employees to properly, adequately, safely, and promptly provide Services. All matters pertaining to employment, training, supervision, compensation, promotion and discharge of Contractor's employees are the responsibility of the Contractor, who is in all respects the employer and the Housing Authority shall have no liability with respect thereto.

5.5.2 The Contractor shall agree that each of its employees is properly qualified and will use reasonable care in the performance of Services. If the Housing Authority, in Housing Authority's sole opinion, determines, for any reason, that the qualifications, actions or conduct of any particular Contractor employee has violated the

Contract by performing unsatisfactory Services, interfering with operation of Property, bothering or annoying any occupants, other contractors or subcontractors then at the Property, or that such actions or conduct are otherwise detrimental to the Housing Authority, then upon receipt of the Housing Authority's written notice, Contractor shall immediately provide qualified replacement person(s).

5.5.3 The Contractor shall ensure that at least one employee on site shall be authorized to act for the Contractor in every detail and must be able to communicate effectively in English.

5.6 **Subcontracting**

The Contractor shall not engage any subcontractors or other parties to perform Services unless first approved in writing by the Housing Authority. The Housing Authority's acceptance of subcontractors or other parties shall not relieve, release or affect in any manner any of the Contractor's duties, liabilities or obligations hereunder, and the Contractor shall at all times by and remain fully liable hereunder.

5.7 **Equipment Failure**

The Contractor shall suspend the monthly pro-active preventive maintenance fee(s) if an elevator unit is shut down due to equipment failure for more than seventy-two (72) continues hours, excluding scheduled equipment repairs.

5.8 **Uniform / Identification**

5.8.1 The Contractor's employees assigned to the Contract shall wear an appropriate uniform at all times. The uniform must display the Contractor's company name. The Contractor's employees must wear visible identification when working under the Contract on Housing Authority property. The identification shall be a Housing Authority Visitor ID.

5.8.2 The Contractor's employees must sign in and out at the receptionist desk or Resident Manager's Office at the beginning and ending of each site visit.

5.9 **Materials and Equipment**

5.9.1 The Contractor is responsible for the purchase of all materials/equipment to provide the needed Services that are safe for the environment and safe for use by the Contractor's employee.

5.9.2 The Contractor shall under no circumstance remove parts or equipment from the Housing Authority property without written approval of the Housing Authority.

5.10 **Safety Precautions and Programs**

5.10.1 The Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with Services and comply with all applicable safety laws.

5.10.2 The Contractor shall take all reasonable precautions for safety of the Housing Authority, Housing Authority's residents, employees, public, Contractor's employees, and other persons on or about Property.

5.11 **Housing Authority Property Damages**

The Contractor shall repair any damage to the Housing Authority Property and adjacent areas caused by the Contractor's performance of Services to the satisfaction of the Housing Authority.

5.12 **Elevator Information**

The Contractor may be provided information by the Housing Authority to render Services hereunder, or the Contractor may learn information about Property or develop such information from the Housing Authority. The Contractor shall agree to:

5.12.1 To treat, and to obligate the Contractor's employees, subcontractors and supplies to treat as confidential all such information whether or not identified by the Housing Authority as confidential.

5.12.2 Not to disclose any such information or make available any reports, recommendations and/or conclusions which Contractor may make on behalf of the Housing Authority to any person, firm or corporation or use the same in any manner, whatsoever, without first obtaining the Housing Authority's written approval, except to the extent necessary in connection with performing Services or when required by law.

5.12.3 Not, in the course of performance of the Contract, or thereafter, use or permit the use of the Housing Authority's name or the name of any affiliate of the Housing Authority, or the name, address or any picture or likeness of or reference to the Property in any advertising, promotional or other materials prepared by or on behalf of Contractor without the prior written approval of the Housing Authority.

5.13 **Training**

The Contractor shall provide training programs for all of its new employees and continuing in-service training for all its employees. All of the Contractor's employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked regularly for safety. All Contractor's employees must wear safety and protective gear according to Cal-OSHA standards.

5.14 **Contractor's Office**

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. At least one employee who can respond to inquiries and complaints that may be received about the Contractor's performance of the Contract shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within one (1) hours of receipt of the call.**

5.15 **Periodic Meetings**

The Contractor is required to attend Quarterly scheduled meetings. In addition, the Contractor shall attend any special meetings at the request of the Housing Authority to assist with major capital improvements. Failure to attend will cause an assessment of fifty dollars ($50.00).

6.0 HOURS / DAYS OF WORK

Housing Authority office hours are from 8:00 a.m. to 4:30 p.m. Housing Authority offices are closed on the following Holidays:

- News Years Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

7.0 SERVICE HOURS

7.1 Regular Services

The Contractor shall perform all regular service hours during the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, except for holidays as noted in Section 7.0 – Hours / Days of Work. All Services, including Monthly Pro-Active Preventive Maintenance, passenger entrapments, and

call back Services during the regular service hours shall be performed at no additional cost to the Housing Authority.

7.2 Call Back Services

7.2.1 The Contractor shall respond and arrive at the property with one (1) hour from the time of notification of elevator or equipment failure by the Housing Authority for all regular Services during the hours noted in Section 8.1 – Regular Services Hours and after hours

7.2.2 The Contractor shall respond and arrive at the property with one (1) hour from the time of notification in response to passenger entrapment calls by the Housing Authority for all regular Services during the hours noted in Section 8.1 – Regular Services Hours.

7.2.3 The Contractor shall not be paid overtime if service calls are placed before 3:00 p.m., Monday through Friday regardless of the technician's arrival time without prior approval of the Facility's Supervisor/Maintenance Superintendent or the Property Supervisor.

7.2.4 Contractor will verify and obtain approval from the Housing Authority's Facility's Supervisor/Maintenance Superintendent or the Property Supervisor for any service call other than an emergency placed by a resident.

7.2.5 The Housing Authority will pay the Contractor for only the bonus hours not to exceed one half of the technicians submitted hour rate of pay if overtime examination, repairs or emergency adjustment call-back service becomes necessary. The Contractor will pay their employees the normal single rate of pay.

The Contractor shall submit for review and approval a work schedule for each elevator to the Housing Authority within ten (10) days after the execution of the Contract. The work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon, and the tasks to be performed.

The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. The revisions shall be submitted to the Housing Authority for review and approval within five (5) working days prior to scheduled time for work.

8.0 QAULITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the Housing Authority a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the Housing Authority for review. The plan shall include, but not be limited to the following:

- Method of monitoring to ensure that Contract requirements are being met;
- A record of all inspections conducted by the Contractor;
  - any corrective action taken,
  - the time a problem was first identified,
  - a clear description of the problem,
  - and the time elapsed between identification and completed corrective action,
- The record shall be provided to the Housing Authority upon request.

9.0 QUALITY ASSURANCE PLAN

The Housing Authority will evaluate the Contractor's performance under this Contract using the following quality assurance procedures:

9.1 Performance Requirements Summary *(Exhibit 5)*

The Housing Authority shall use a Performance Requirements Summary (PRS) chart, Technical Exhibit 5, to monitor the Contractor's work performance and efforts to remedy any and all deficiencies throughout the term of this Contract. The chart shall contain, at a minimum, the following:

- Each section of the Contract/SOW referenced and identified;
- The standard of performance (description of the work requirement)
- The method to be used to monitor work performance
- The fees/deductions to be assessed for each service that is not satisfactory

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.

When the Contractor's performance does not conform to the requirements of this Contract, the Housing Authority will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the Housing Authority. In the plan, the Contractor

must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the Housing Authority to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the Housing Authority, shall be credited to the Housing Authority on the Contractor's future invoice.

This section does not preclude the right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Contract, Section 13- Termination for Convenience.

9.2 Periodic Performance Reviews

The Housing Authority will conduct periodic reviews to evaluate the Contractor's performance.

9.3 Contract Deficiency Notice

The Housing Authority will make verbal notification to the Contractor of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a time period mutually agreed upon by the Housing Authority and the Contractor.

If resolution of the deficiency does not result from the verbal notification, the Housing Authority will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Housing Authority within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Housing Authority within ten (10) workdays.

9.4 Housing Authority Observations

In addition to divisional contracting staff, other Housing Authority personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

10.0 ADDITION/DELETION OF SERVICES

The Housing Authority reserves the right to add or delete services during the term of the Contract. The Contractor's fees will be adjusted by negotiation between the Housing Authority and the Contractor.

FEE SCHEDULE
FOR
ELEVATOR MAINTENANCE SERVICES

The Contractor shall provide the required elevator maintenance services for the Housing Authority as described in the Statement of Work. The Housing Authority will compensate the Contractor base on the following fees listed below:

HOUSING DEVELOPMENT SITES				
Elevator Sites	**Number of Elevators**	**Type and Manufacturer of Elevator**	**Monthly Cost**	**Yearly* Cost**
Orchard Arms 23420 Wiley Canyon Road Valencia, CA 91355	4	Oliver & Williams Hydraulic 2 Stops	$627.00	$7,524.00
Foothill Villa 2423 Foothill Blvd. La Crescenta, CA 91214	3	U.S. – Hydraulic 1 = 3 stops 1 = 4 stops 1 = 5 stops	$365.25	$4,275.00
Lancaster Homes 711 West Jackman Street Lancaster, CA 93534	2	Coast Hydraulic 3 stops	$313.50	$3,762.00
Kings Road Apartments 800 North Kings Road	4	Westinghouse Hydraulic 3 stops	$475.00	$5,700.00
West Knoll Apartments 838 North West Knoll Drive West Hollywood, CA 90069	2	Delta Hydraulic 5 stops	$237.50	$2,850.00
Palm Avenue Apartments 959 North Palm Avenue West Hollywood, CA 90069	2	U.S. Hydraulic 5 stops	$237.50	$2,850.00
Marina Manor 3401 Via Dolce Marina Del Rey, CA 90292	4	Reliable – 2 Hydraulic 4 stops 2 Cable – 8 stops	$427.50	$5,130.00
Nueva Maravilla 4949 Cesar E. Chavez Avenue Los Angeles, CA 90022	4	Oliver & Williams Hydraulic 2 stops	$475.00	$5,700.00
Francisquito Villa 14622 Francisquito Avenue La Puente, CA 91746	2	U.S. Hydraulic 3 stops	$237.50	$2,850.00
Whittier Manor 11527 Slauson Avenue Whittier, CA 90608	2	Reliable Hydraulic 3 stops	$237.50	$2,850.00
Herbert Avenue Apartments 133 Hebert Avenue Los Angeles, CA 90063	2	Dover Hydraulic 3 stops	$237.50	$2,850.00
South Bay Gardens 230 East 130th Street Los Angeles, CA 90061	2	Otis Hydraulic 3 stops	$237.50	$2,850.00
Carmelitos 1000 Via Wanda Long Beach, CA 90805	2	Dover Hydraulic 3 stops	$237.50	$2,850.00

Lomita Manor 24925 Walnut Street Lomita, CA 90717	2	Coast Elevator Hydraulic 3 stops	$237.50	$2,850.00
		SUB TOTAL	**$5,001.75**	**$60,021.00**

In the event that the Commission requires additional services, the Contractor shall be compensated based on the fees listed below:

ADDITIONAL SERVICES	
Certified elevator technician regular hourly rate. (8:00 a.m. – 5:00 p.m. Monday through Friday, except holidays.	**$ 185.00**
Certified elevator technician "after hours" hourly rate	**$ 325.75**
State required static load test per Hydro.	**$ 1,650.00**
Hazardous waste removal cost per 55 gallon barrel. **(For storm water related call outs which include: Pump out,** removal and disposal at legal dumpsite)	**$ 475.00**
Annual escalation percent for years 2 through 5.	**3%**