



TOM TINDALL  
Director

County of Los Angeles  
**INTERNAL SERVICES DEPARTMENT**

1100 North Eastern Avenue  
Los Angeles, California 90063

*"To enrich lives through effective and caring service"*

Telephone: (323) 267-2101  
FAX: (323) 264-7135

April 09, 2013

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

17 April 9, 2013

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**APPROVE THE EXECUTION OF A CONTRACT WITH SOUTH COAST AIR QUALITY  
MANAGEMENT DISTRICT TO ACCEPT PARTIAL FUNDING FOR INSTALLATION OF  
EFFICIENCY IMPROVEMENTS AT LAC+USC MEDICAL CENTER  
(ALL DISTRICTS- 3 VOTES)**

**SUBJECT**

Authorize the Director of the Internal Services Department to execute an agreement with South Coast Air Quality Management District to provide partial funding of \$100,000 for upgrading the new high efficiency boilers with economizers to decrease fuel usage, pollutants, and greenhouse gas emissions at the LAC+USC Medical Center.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the Director of the Internal Services Department (ISD) to accept \$100,000 in funding provided by the South Coast Air Quality Management District (SCAQMD) to partially fund new boilers with upgrades at LAC+USC Medical Center.
2. Authorize the Director of ISD or his designee to execute an agreement with SCAQMD to accept the funds to offset the capital costs of the boiler project.
3. Find the approval of this action is categorically exempt pursuant to the provisions of the California Environmental Quality Act (CEQA).

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this recommendation is to authorize ISD's Director or his designee to execute an agreement with SCAQMD to accept partial funding for the addition of economizers on the two new, high efficiency boilers that have been installed at the LAC+USC Medical Center's old central plant. These economizers decrease the fuel usage, thereby reducing operating costs and air pollutants.

On March 29, 2011, your Board approved the establishment of Capital Project No. 87081 in the amount of \$6.6 million to fund installation of new boilers at the LAC+USC Medical Center to meet SCAQMD Rule 1146 requirements, and authorized ISD to procure a vendor to complete the work. Subsequent to this approval, ISD was notified by SCAQMD of a grant program (U.S. Environmental Protection Agency's Targeted Air Shed Grant Program) that would provide partial funding to upgrade the boilers to include economizers to increase efficiency, reduce fuel usage and reduce greenhouse gases. ISD procured an outside vendor through a competitively bid purchase order to complete the work. The lowest bid, including the economizer upgrades, was within the total project cost of \$6.6 million, and the boilers were purchased with the addition of the economizers. The additional cost of the economizer upgrade was \$168,497 and SCAQMD grant program will provide an offset of \$100,000.

## **Implementation of Strategic Plan Goals**

Continuation of these energy savings projects will support Goal Number 4 of the County's Strategic Plan, Fiscal Responsibility, by investing in the public infrastructure and reducing ongoing utility expenses.

## **FISCAL IMPACT/FINANCING**

The \$100,000 grant award will be credited to the Capital Project No. 87081 to partially offset the additional cost of the economizers (\$168,497). The economizers are estimated to save approximately \$47,600 annually. This action does not increase the capital project budget.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On April 6, 2012, the SCAQMD Board authorized its Chairman to execute a contract with County of Los Angeles to provide \$100,000 for the installation of boilers with the economizers pending your Board's approval. SCAQMD presented the County with a draft agreement in October 2012. The draft required changes, which were negotiated with SCAQMD. A final draft of the agreement was submitted to the County in February 2013. ISD is now requesting delegated authority to fully execute the agreement and receive the funds. The agreement (attached) requires that the County provide a report to SCAQMD six months after the execution of the agreement to indicate the reduction in fuel usage. ISD is prepared to provide that report.

The boilers, with the economizers, have been installed and are being tested. It is anticipated that they will be fully online in April 2013.

The agreement has been approved as to form by County Counsel.

**CONTRACTING PROCESS**

Upon your Board's approval, ISD will execute the agreement with SCAQMD and will notify the Chief Executive Office once the funds are received.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Upon completion of the projects, inefficient and outdated equipment will have been replaced and the County utility costs will be reduced.

**CONCLUSION**

Your Board's approval of the amendment will allow ISD to continue with its successful partnership program to implement energy efficiency projects throughout the County.

Respectfully submitted,



TOM TINDALL  
Director

TT:TB:BR

Enclosures

c: Chief Executive Officer  
Executive Office, Board of Supervisors  
County Counsel

**South Coast  
Air Quality Management District**

This Contract consists of 14 pages.

1. **PARTIES** - The parties to this Contract are the South Coast Air Quality Management District (referred to here as "AQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and the County of Los Angeles (referred to here as "CONTRACTOR") whose address is 1100 North Eastern Avenue, Energy Management Division, Los Angeles, California 90063.
  
2. **RECITALS**
  - A. AQMD is the local agency with primary responsibility for regulating stationary source air pollution in the South Coast Air Basin in the State of California. AQMD is authorized to enter into this Contract under California Health and Safety Code Section 40489. AQMD desires to contract with CONTRACTOR for services described in Attachment 1 - Statement of Work, attached here and made a part here by this reference. CONTRACTOR warrants that it is well-qualified and either has the experience to provide such services on the terms set forth here or will sub-contract such services to a well qualified and experienced subcontractor.
  - B. CONTRACTOR is a municipality in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
  - C. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.
  
3. **PERFORMANCE REQUIREMENTS**
  - A. CONTRACTOR agrees to obtain and maintain the required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees. CONTRACTOR further agrees to immediately notify AQMD in writing of any change in its licensing status which has a material impact on the CONTRACTOR's performance under this Contract.
  - B. CONTRACTOR shall submit reports to AQMD as outlined in Attachment 1 - Statement of Work. All reports shall be submitted in an environmentally friendly format: recycled paper; stapled, not bound; black and white, double-sided print; and no three-ring, spiral, or plastic binders or cardstock covers. AQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.
  - C. CONTRACTOR shall perform all tasks set forth in Attachment 1 - Statement of Work, and shall not engage, during the term of this Contract, in any performance of work that is in direct or indirect conflict with duties and responsibilities set forth in Attachment 1 - Statement of Work.
  - D. CONTRACTOR shall be responsible for exercising the degree of skill and care customarily required by accepted professional practices and procedures subject to AQMD's final approval which AQMD will not unreasonably withhold. Any costs incurred due to the failure to meet the foregoing standards, or otherwise defective services which require re-performance, as directed by AQMD, shall be the responsibility of CONTRACTOR. CONTRACTOR's failure to achieve the performance goals and objectives stated in Attachment 1- Statement of Work, is not a basis for requesting re-performance unless work conducted by CONTRACTOR is deemed by AQMD to have failed the foregoing standards of performance.

4. FEDERAL REQUIREMENTS – This Contract is funded in part by the United States Environmental Protection Agency (“EPA”). As such, CONTRACTOR shall fully comply with all applicable federal rules, regulations, and requirements, including, but not limited to, the following:
- A. CONTRACTOR shall fully comply with all applicable regulatory provisions in 40 CFR Chapter 1, Subchapter B.
  - B. CONTRACTOR shall fully comply with Subpart C of 40 CFR Part 32, and certifies that it is: (1) not presently excluded or disqualified; (2) not convicted within the preceding three years of any of the offenses listed in §32.800(a) or had a civil judgment rendered against it for one of those offenses within that time period; (3) not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in §32.800(a); or (4) not had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default. CONTRACTOR acknowledges that failing to disclose the information required under 40 CFR 32.335 may result in the delay or negation of this Contract or pursuance of legal remedies, including suspension and debarment. CONTRACTOR shall complete Attachment 3 - *Certification Regarding Debarment, Suspension, and Other Responsibility Matters* (EPA Form 5700-49), herein attached here and made a part here by this reference. The completed Attachment 3 shall be submitted to AQMD along with the executed contract. CONTRACTOR shall inform the AQMD of any material changes to a previous filing, by completing and submitting an additional Attachment 3 - *Certification Regarding Debarment, Suspension, and Other Responsibility Matters* (EPA Form 5700-49).
  - C. CONTRACTOR agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying*. CONTRACTOR shall complete Attachment 4 – *Certification Regarding Lobbying*, herein attached here and made a part here by this reference. The completed Attachment 4 shall be submitted to AQMD along with the executed contract, and if applicable, the completed SF LLL - *Disclosure of Lobbying Activities*. CONTRACTOR shall inform the AQMD of any material changes to a previous filing, pursuant to 31 U.S.C. section 1352, by completing and submitting an additional *Disclosure of Lobbying Activities* form (SF LLL).
  - D. CONTRACTOR and any of its subcontractor(s) shall comply with the provisions of the Trafficking Victims Protection Act of 2000, as amended, and shall include the requirements of the Prohibition Statement, below, in any subaward you make to a private entity. AQMD shall reserve the right to terminate the contract, without penalty, if CONTRACTOR and/or any of its subcontractor(s) engages in activities provided in the Prohibition Statement as follows:

Prohibition Statement – You as the recipient, your employees, subrecipients under this award, and subrecipients’s employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.
  - E. CONTRACTOR shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

- F. CONTRACTOR shall require its subcontractors to abide by the requirements set forth in this Contract.
- G. Federal Property Disposition Conditions - The disposition of equipment funded in whole or in part with Federal funds, where it will no longer be used in accordance with the purpose of this Contract, must comply with local, state and federal regulations, including 40 C.F.R. §31.32 or 10 CFR Part 600.232, as applicable. Pursuant to the federal property disposition conditions, CONTRACTOR agrees to report to AQMD, every 2 years after the conclusion of the Contract term, information relating to the equipment, until the equipment's fair market value drops below \$5,000 or until the equipment is no longer used in accordance with the purpose of this Contract. Information to be reported shall include: the serial number or other identification number, the fair market value at the time of the report, location, use and condition of the equipment. CONTRACTOR shall also notify AQMD within thirty (30) days of the equipment's sale or transfer. The requirements of this provision shall survive the expiration of this Contract.
5. TERM - The term of this Contract is for six (6) months from the date of execution by both parties, unless further extended by amendment of this Contract in writing.
6. TERMINATION
- A. In the event any party fails to comply with any term or condition of this Contract, or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 – Statement of Work, this failure shall constitute a breach of this Contract. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this contract. Notification shall be provided in the manner set forth in Clause 11. The non-breaching party reserves all rights under law and equity to enforce this contract and recover damages.
- B. AQMD reserves the right to terminate this Contract, in whole or in part, without cause, upon thirty (30) days' written notice. Once such notice has been given, CONTRACTOR shall, except as and to the extent or directed otherwise by AQMD, discontinue any Work being performed under this Contract and cancel any of CONTRACTOR's orders for materials, facilities, and supplies in connection with such Work, and shall use its best efforts to procure termination of existing subcontracts upon terms satisfactory to AQMD. Thereafter, CONTRACTOR shall perform only such services as may be necessary to preserve and protect any Work already in progress and to dispose of any property as requested by AQMD.
- C. CONTRACTOR shall be paid in accordance with this Contract for all Work performed before the effective date of termination under Clause 6.B. Before expiration of the thirty (30) days' written notice, CONTRACTOR shall promptly deliver to AQMD all copies of documents and other information and data prepared or developed by CONTRACTOR under this Contract with the exception of a record copy of such materials, which may be retained by CONTRACTOR.
7. INSURANCE - CONTRACTOR represents that it is permissibly self-insured and will maintain such self-insurance in accordance with applicable provisions of California law throughout the term of this Contract. CONTRACTOR shall provide evidence of sufficient coverage during the term of this Contract and any extensions thereof that meet or exceed the minimum requirements set forth by the South Coast AQMD below. CONTRACTOR shall furnish certificate of self-insurance to: South Coast Air Quality Management District, Attn: Risk Management Office. **The AQMD Contract Number shall**

**be included on the face of the certificate.** If CONTRACTOR fails to maintain the required insurance coverage, AQMD reserves the right to terminate the Contract or purchase such additional insurance and bill CONTRACTOR or deduct the cost thereof from any payments owed to CONTRACTOR. Minimum insurance coverages are as follows:

- A. Worker's compensation insurance in accordance with either California or other state's applicable statutory requirements.
  - B. General Liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in general aggregate.
  - C. Automobile Liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage.
8. INDEMNIFICATION - CONTRACTOR agrees to hold harmless, defend and indemnify AQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, claims, demands, causes of action judgments, attorney's fees, or any other expenses arising from or related to any third party claim against AQMD, its officers, employees, agents, representatives, or successors in interest that arise or result in whole or in part, from any actual or alleged act or omission of CONTRACTOR, its employees, subcontractors, agents or representatives in the performance of this Contract.
9. PAYMENT
- A. AQMD shall pay CONTRACTOR a fixed price of One Hundred Thousand Dollars (\$100,000) for work performed under this Contract in accordance with Attachment 2 - Payment Schedule, attached here and included here by reference. Payment shall be made by AQMD to CONTRACTOR within thirty (30) days after approval by AQMD of an invoice prepared and furnished by CONTRACTOR showing services performed and referencing tasks and deliverables as shown in Attachment 1 - Statement of Work, and the amount of charge claimed. Each invoice must be prepared in duplicate, on company letterhead, and list AQMD's Contract number, period covered by invoice, and CONTRACTOR's social security number or Employer Identification Number and submitted to: South Coast Air Quality Management District, Attn: Aaron Katzenstein.
  - B. AQMD reserves the right to disallow charges when the invoiced services are not performed satisfactorily in AQMD sole judgment.
10. INTELLECTUAL PROPERTY RIGHTS – The parties' right to all intangible property made under this Contract, including copyrights, trademarks, patents, and inventions, shall be in accordance with 37 CFR Part 401, and any implementing regulations issue by the EPA, which shall control in the event of any conflict with the terms of this Contract.
- A. Rights of Technical Data – The United States Government and AQMD shall have the unlimited right to use technical data, including material designated as a trade secret, resulting from the performance of services by CONTRACTOR under this Contract. CONTRACTOR shall have the right to use technical data for its own benefit.

B. Copyright - CONTRACTOR agrees to grant the United States Government and AQMD a royalty-free, nonexclusive, irrevocable license to produce, translate, publish, use, and dispose of all copyrightable material first produced or composed in the performance of this Contract.

11. NOTICES - Any notices from either party to the other shall be given in writing to the attention of the persons listed below, or to other such addresses or addressees as may hereafter be designated in writing for notices by either party to the other. Notice shall be given by certified, express, or registered mail, return receipt requested, and shall be effective as of the date of receipt indicated on the return receipt card.

AQMD: South Coast Air Quality Management District  
21865 Copley Drive  
Diamond Bar, CA 91765-4178  
Attn: Aaron Katzenstein

CONTRACTOR: County of Los Angeles  
1100 North Eastern Ave.  
Energy Management Division  
Los Angeles, CA 90063  
Attn: Nora Hernandez

12. INDEPENDENT CONTRACTOR – CONTRACTOR is an independent contractor. CONTRACTOR, its officers, employees, agents, representatives, or subcontractors shall in no sense be considered employees or agents of AQMD, nor shall CONTRACTOR, its officers, employees, agents, representatives, or subcontractors be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by AQMD to its employees. AQMD will not supervise, direct, or have control over, or be responsible for, CONTRACTOR's or subcontractor's means, methods, techniques, work sequences or procedures or for the safety precautions and programs incident thereto, or for any failure by them to comply with any local, state, or federal laws, or rules or regulations, including state minimum wage laws and OSHA requirements. CONTRACTOR shall promptly notify AQMD of any material changes to subcontracts that affect the Contract's scope of work, deliverable schedule, and/or payment/cost schedule.

13. CONFIDENTIALITY - It is expressly understood and agreed that AQMD may designate in a conspicuous manner the information which CONTRACTOR obtains from AQMD as confidential. CONTRACTOR agrees to:

- A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees or subcontractors of CONTRACTOR requiring access in fulfillment of the services provided under this Contract.
- B. Ensure that CONTRACTOR's officers, employees, agents, representatives, and independent contractors are informed of the confidential nature of such information and to assure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose

- whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this clause.
- C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Contract.
  - D. Notify AQMD promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof by any person or entity other than those authorized by this clause.
  - E. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection of such information.
  - F. Prevent access to such information by any person or entity not authorized under this Contract.
  - G. Establish specific procedures in order to fulfill the obligations of this clause.
  - H. Notwithstanding the above, nothing herein is intended to abrogate or modify the provisions of Government Code Section 6250 et.seq. (Public Records Act).

14. PUBLICATION

- A. AQMD shall have the right of prior written approval of any document which shall be disseminated to the public by CONTRACTOR in which CONTRACTOR utilized information obtained from AQMD in connection with performance under this Contract.
- B. Information, data, documents, or reports developed by CONTRACTOR for AQMD, pursuant to this Contract, shall be part of AQMD public record unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information provided to AQMD. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.

"This report was prepared as a result of work sponsored, paid for, in whole or in part, by a U.S. Environmental Protection Agency (EPA) Award to the South Coast Air Quality Management District (AQMD). The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of the EPA or the AQMD, nor does mention of trade names or commercial products constitute endorsement or recommendation for use. The EPA, the AQMD, their officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report. The EPA and AQMD have not approved or disapproved this report, and neither have passed upon the accuracy or adequacy of the information contained herein."

- C. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and require compliance with the above.

15. NON-DISCRIMINATION - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order

No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order.

16. SOLICITATION OF EMPLOYEES - CONTRACTOR expressly agrees that CONTRACTOR shall not, during the term of this Contract, nor for a period of six months after termination, solicit for employment, whether as an employee or independent contractor, any person who is or has been employed by AQMD during the term of this Contract without the consent of AQMD.
17. PROPERTY AND SECURITY - Without limiting CONTRACTOR obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by AQMD for access to and activity in and around AQMD premises.
18. ASSIGNMENT - The rights granted hereby may not be assigned, sold, licensed, or otherwise transferred by either party without the prior written consent of the other, and any attempt by either party to do so shall be void upon inception.
19. NON-EFFECT OF WAIVER - The failure of CONTRACTOR or AQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.
20. ATTORNEYS' FEES - In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.
21. FORCE MAJEURE - Neither AQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of AQMD or CONTRACTOR.
22. SEVERABILITY - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.
23. HEADINGS - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
24. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.

25. GOVERNING LAW - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Contract shall be Los Angeles County, California.
26. CITIZENSHIP AND ALIEN STATUS
- A. CONTRACTOR warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). CONTRACTOR shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees performing services under this Contract to insure continued compliance with all federal statutes and regulations. Notwithstanding the above, CONTRACTOR, in the performance of this Contract, shall not discriminate against any person in violation of 8 USC Section 1324b.
- B. CONTRACTOR shall retain such documentation for all covered employees for the period described by law. CONTRACTOR shall indemnify, defend, and hold harmless AQMD, its officers and employees from employer sanctions and other liability which may be assessed against CONTRACTOR or AQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.
27. PRE-CONTRACT COSTS - Any costs incurred by CONTRACTOR prior to CONTRACTOR receipt of a fully executed Contract shall be incurred solely at the risk of the CONTRACTOR. In the event that a formal Contract is not executed, the AQMD shall not be liable for any amounts expended in anticipation of a formal Contract. If a formal Contract does result, pre-contract cost expenditures authorized by the Contract will be reimbursed in accordance with the cost schedule and payment provision of the Contract.
28. FEDERAL FAIR SHARE POLICY - As a recipient of Environmental Protection Agency (EPA) grant funds, AQMD is required to flow down to all of its contractors the provisions of 40 CFR Section 31.36(e) which addresses affirmative steps for contracting with small-and-minority firms, women's business enterprises, and labor surplus area firms. CONTRACTOR agrees to comply with these provisions.
29. RECORDS RETENTION - CONTRACTOR shall retain all records related to the performance of this Contract for at least three (3) years after the expiration of the Contract.
30. PREVAILING WAGES - CONTRACTOR is alerted to the prevailing wage requirements of California Labor Code section 1770 et seq. Copies of the prevailing rate of per diem wages are on file at the AQMD's headquarters, of which shall be made available to any interested party on request. Notwithstanding the preceding sentence, CONTRACTOR shall be responsible for determining the applicability of the provisions of California Labor Code and complying with the same, including,

without limitation, obtaining from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, making the same available to any interested party upon request, paying any applicable prevailing rates, posting copies thereof at the job site and flowing all applicable prevailing wage rate requirements to its subcontractors. CONTRACTOR shall indemnify, defend and hold harmless the South Coast Air Quality Management District against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes.

31. SUBCONTRACTOR APPROVAL – If CONTRACTOR intends to subcontract all or a portion of the work under this Contract, then CONTRACTOR must first obtain written approval from AQMD'S Executive Officer or designee prior to subcontracting any work. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or payment/cost schedule shall also require the prior written approval of the Executive Officer or designee. No subcontract charges will be reimbursed unless the required approvals have been obtained from AQMD. CONTRACTOR's sub-contractor R.F. MacDonald Co. is pre-approved for a subcontract of a portion of work under this Contract.
32. ENTIRE CONTRACT - This Contract represents the entire agreement between the parties hereto related to CONTRACTOR providing services to AQMD and there are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought.

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IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

LOS ANGELES COUNTY

By: \_\_\_\_\_  
Dr. William A. Burke, Chairman, Governing Board

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:  
Saundra McDaniel, Clerk of the Board

By: \_\_\_\_\_

APPROVED AS TO FORM:  
Kurt R. Wiese, General Counsel

By:  \_\_\_\_\_  
*//EPA Standard Boilerplate  
Last Updated: June 12, 2012*

**ATTACHMENT I**  
**STATEMENT OF WORK**

Los Angeles County

**Goals and Objectives**

At the Los Angeles County USC Medical Center (“County”), two 47 MMBtu/hr boilers are being installed to replace four older 85,000 MMBtu/hr. Through funding from the U.S. EPA Targeted Airshed Grant, the AQMD will provide partial funding not to exceed \$100,000 for the addition of condensing economizers on the two new boilers.

It is estimated the addition of economizers on will save close to 70,000 therms of natural gas per year resulting in a reduction of GHG and criteria pollutant emissions. Fuel use reporting to the AQMD project manager after three months of use will provide useful information on the fuel savings of the new boilers with economizers. The fuel savings will be compared to the fuel consumption of the boilers in place during the previous time period.

**Tasks:**

1. Purchase and Installation of two new 47 MMBTu/hr boilers at LA County USC Medical Center each with condensing economizers.
2. Comparative fuel use reporting after six months of new boiler usage.

**ATTACHMENT 2**  
**PAYMENT SCHEDULE**

Los Angeles County

**Project Cost**

The total contract not-to-exceed amount is \$100,000 as detailed in the table below. The County shall be reimbursed according to the payment schedule and items in the table below:

<b>Task</b>	<b>Not-to-Exceed Cost</b>	<b>Estimated Payment Schedule</b>
Purchase and Installation of two new 47 MMBTu/hr boilers at LA County USC Medical Center each with condensing economizers.	\$75,000	March 2013
Comparative fuel use reporting after three months of new boiler usage.	\$25,000	June 2013
<b>Total contract not-to-exceed amount</b>	<b>\$100,000</b>	

**Reimbursement/Payments**

Will be provided when an invoice submitted to the AQMD grant manager along with proof the boilers with economizers have been installed and are operating is received. The final payment shall be made after a quarter of operation and the data requested is provided.

## ATTACHMENT 3

United States Environmental Protection Agency  
Washington, DC 20460

### Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them or commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statute or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

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Typed Name & Title of Authorized Representative

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Signature of Authorized Representative Date

I am unable to certify to the above statements. My explanation is attached.

## ATTACHMENT 4

### CERTIFICATION REGARDING LOBBYING

#### CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

CONTRACTOR certifies, to the best of their knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Standard Form LLL is available at:  
<http://www.whitehouse.gov/sites/default/files/omb/grants/sflllin.pdf>
- (3) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

CONTRACTOR is unable to certify to the above statements. Attached is a completed Standard Form LLL "Disclosure of Lobbying Activities."

LOS ANGELES COUNTY

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Typed Name & Title of Authorized Representative

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Signature of Authorized Representative

Date