

ENERGY EFFICIENCY PROJECT SERVICES MASTER AGREEMENT

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COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

COUNTY MASTER AGREEMENT PROJECT DIRECTOR (MAPD):

Name: Christie Carr
Title: Contracting Division Manager
Address: 1100 North Eastern Avenue
Los Angeles CA, 90063
Telephone: (323) 267-3101
E-Mail Address: CCarr@isd.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Minh Le
Title: Energy Division Manager
Address: 1100 North Eastern Avenue, 3rd Floor
Los Angeles CA, 90063
Telephone: (323) 267-2006
E-Mail Address: MSLe@isd.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

MASTER AGREEMENT NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes ☐ | No ☐ |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes ☐ | No ☐ |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes ☐ | No ☐ |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes ☐ | No ☐ |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. “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 such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

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CONTRACTOR EMPLOYEE JURY SERVICE

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6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "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 chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as fulltime.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A 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 employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

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CONTRACTOR EMPLOYEE JURY SERVICE

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- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

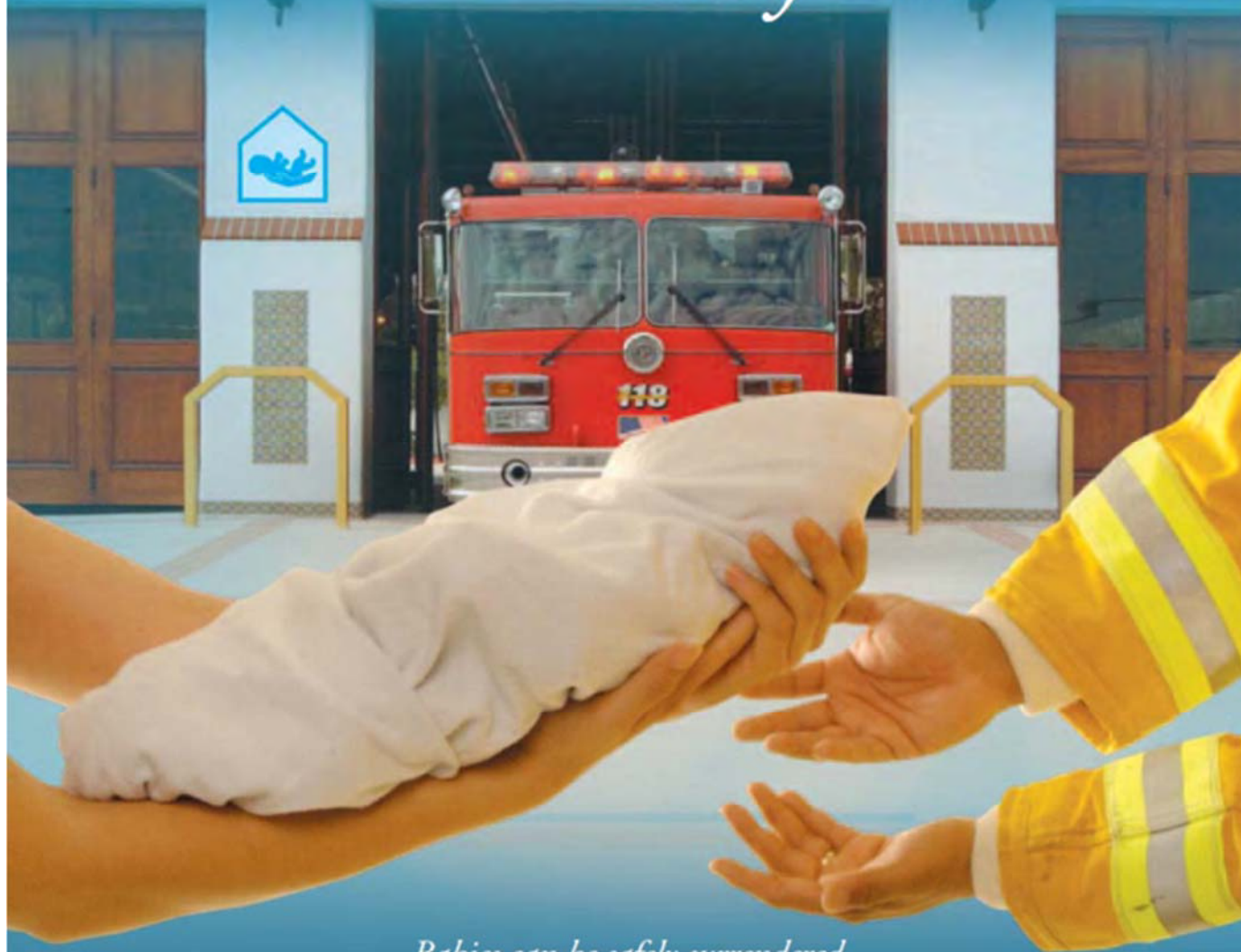
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafea.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



SAMPLE WORK ORDER FORMATS

F1 Time-and-Materials Basis

F2 Fixed-Price-Per-Deliverable Basis

F3 Sample Statement of Work

A STATEMENT OF WORK SHALL BE ATTACHED TO EACH INDIVIDUAL WORK ORDER

**ENERGY EFFICIENCY PROJECT SERVICES
MASTER AGREEMENT WORK ORDER
(TIME-AND-MATERIALS BASIS)**

(CONTRACTOR NAME)

Work Order No. _____ County Master Agreement No. _____

Project Title: _____

Period of Performance: _____

County Project Manager: _____

I. GENERAL

Contractor shall satisfactorily perform all Services detailed in the Statement of Work attached hereto as Exhibit ___, on a time and materials basis, in compliance with the terms and conditions of Contractor's Master Agreement identified above.

II. PERSONNEL

Contractor shall provide the below-listed personnel, who are employees of Contractor, and whose labor rates are as shown:

Skill Category	_____	
Name	_____	@ \$_____/hour.
Name	_____	@ \$_____/hour.

III. PAYMENT

A. The Total Maximum Amount that County shall pay Contractor for all Services to be provided under this Work Order shall not exceed _____

_____ Dollars (\$_____).

B. Contractor shall invoice County only for hours actually worked, in accordance with the terms and conditions of Contractor's Master Agreement. Contractor shall be responsible for limiting the number of hours worked by Contractor Personnel under this Work Order, not to exceed the Total Maximum Amount in III.A, above.

C. Contractor shall satisfactorily perform and complete all required Services in accordance with Exhibit __ (Statement of Work) notwithstanding the fact that total payment from County shall not exceed the Total Maximum Amount.

D. Contractor shall submit all invoices under this Work Order to:

Work Order No. _____ County Master Agreement No. _____

IV. SERVICES

In accordance with Master Agreement Paragraph 5.0, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this Work Order, and/or that utilizes personnel not specified in this Work Order, and/or that exceeds the Total Maximum Amount of this Work Order, and/or that goes beyond the expiration date of this Work Order.

ALL TERMS OF THE MASTER AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT.

Contractor's signature on this Work Order document confirms Contractor's awareness of and agreement with the provisions of Paragraph 5.0 of the Master Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:

- A. That is not specified in this Work Order, and/or
- B. That utilizes personnel not specified in this Work Order, and/or
- C. That exceeds the Total Maximum Amount of this Work Order, and/or
- D. That goes beyond the expiration date of this Work Order.

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

CONTRACTOR

COUNTY OF LOS ANGELES

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ENERGY EFFICIENCY PROJECT SERVICES
MASTER AGREEMENT WORK ORDER
(FIXED-PRICE-PER-DELIVERABLE BASIS)**

(CONTRACTOR NAME)

Work Order No. _____ County Master Agreement No. _____

Project Title: _____

Period of Performance: _____

County Master Agreement Project
Director (MAPD): _____

County Project Manager: _____

I. GENERAL

Contractor shall satisfactorily perform all the tasks and provide all the deliverables detailed in the Statement of Work attached hereto as Exhibit __, on a fixed-price-per-deliverable basis, in compliance with the terms and conditions of Contractor's Master Agreement.

II. PERSONNEL

Contractor shall provide the below-listed personnel:

Name: _____

Name: _____

Name: _____

III. PAYMENT

A. The Total Maximum Amount that County shall pay Contractor for all deliverables to be provided under this Work Order is shown below:

Deliverable	Maximum Amount
_____	_____
_____	_____
_____	_____
Total Maximum Amount: _____	

Work Order No. _____ County Master Agreement No. _____

B. Contractor shall satisfactorily provide and complete all required deliverables in accordance with Exhibit __ (Statement of Work) notwithstanding the fact that total payment from County for all deliverables shall not exceed the Total Maximum Amount in III.A, above.

C. Contractor shall submit all invoices under this Work Order to:

IV. SERVICES

In accordance with Master Agreement Paragraph 5.0, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this Work Order, and/or that utilizes personnel not specified in this Work Order, and/or that exceeds the Total Maximum Amount of this Work Order, and/or that goes beyond the expiration date of this Work Order.

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Contractor's signature on this Work Order document confirms Contractor's awareness of and agreement with the provisions of Paragraph 5.0 of the Master Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:

- A. That is not specified in this Work Order, and/or
- B. That utilizes personnel not specified in this Work Order, and/or
- C. That exceeds the Total Maximum Amount of this Work Order, and/or
- D. That goes beyond the expiration date of this Work Order.

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

CONTRACTOR

COUNTY OF LOS ANGELES

By: _____

BY: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

County of Los Angeles
 SAMPLE STATEMENT OF WORK
 (FIXED-PRICE-PER-DELIVERABLE BASIS)

RETROFITS (DESIGN AND INSTALLATION) CATEGORY

Project Name: Lighting
 County Project Manager: Howard Choy
 Project Number: E20XX

- 1.0 GENERAL OVERVIEW:** The Energy Management Division will implement the Energy Efficiency Project of retrofitting the XXXX building located at XXX Avenue, Los Angeles CA. The objective is to effectively reduce energy use by retrofitting XXX facility with proven state-of-the-art energy efficient lighting equipment while meeting all current energy codes and standards. The lighting retrofit will consist following phases: Preliminary Lighting Audit, Comprehensive Lighting Audit, and Installation.
- 2.0 SCHEDULE OF EVENTS:** Following the award, the County Project Manager or his/her designee shall contact the selected eligible Contractor. The Contractor shall meet with the County Project Manager or his/her designee to develop a detailed work plan for the completion of this Energy Efficiency Project (EEP).

The start and completion of the EEP shall proceed in accordance with the Overall Schedule (below). The overall project completion date is Month XX, 20XX.

Overall Schedule:

<u>No.</u>	<u>Task:</u>	<u>Due Date:</u>
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Their schedule may be requested in the Work Order Solicitation and submitted with their bid.

The above schedule represents the best estimate of the timetable for this project. The above dates are subject to change by County due to changes in programs, facility preparation, or other considerations.

- 3.0 SCOPE:** Lighting retrofits shall consist of replacing existing magnetic ballast lamps, incandescent and HID lighting with modern energy efficient equipment and fixtures. Lighting retrofits shall consist of the following phases:
- A. Preliminary Lighting Audit** The preliminary lighting audit ("Preliminary Lighting Audit") contained in the Contractor's bid shall become part of this Work Order. The Preliminary Lighting Audit contains a list of equipment to be installed in County Facilities and cost estimates developed by the Contractor, based on preliminary information provided by the County.

- B. Comprehensive Lighting Audit** Upon receipt of the County's Notice To Proceed, the Contractor will conduct a comprehensive lighting audit ("Comprehensive Lighting Audit") for each County Facility in the format defined in Exhibit XX. The Comprehensive Lighting Audit shall identify changes in the work proposed by the Contractor in the Preliminary Lighting Audit. A Change Order shall incorporate the Comprehensive Lighting Audit into this Work Order. The unit costs for each item shall be the same for both the Preliminary and for the Comprehensive Lighting Audits. Any requested changes in Scope of Work from the Preliminary to the Comprehensive Lighting Audits must be made in writing itemizing each change. Changes are approved after receiving the County's written approval.

At a minimum, the Comprehensive Lighting Audit shall verify the following information for the Facility:

- 1) An inventory of the existing lighting fixtures and lamps for each floor or space with separate line entries for each room, or area where there is no room number; type of fixture and lamp; and the corresponding fixture wattage for each fixture type.
- 2) An itemized list of any changes in the proposed Scope of Work from the Preliminary Lighting Audit and the reason for the change.
- 3) The nomenclature used to describe existing lighting in the Preliminary Lighting Audit must be used must be consistently used in the comprehensive lighting audit and described in a legend. The legend must be able to tie/link the preliminary and comprehensive lighting audit descriptions of lighting equipment. If the description of existing lighting is not indicated on the Preliminary Lighting Audit a new description will be permitted.
- 4) A definition of baseline energy consumption using the information provided in the Preliminary Lighting Audits.
- 5) The methodology and calculations to be utilized to measure and verify the actual energy savings achieved when the retrofit work is completed.

- C. Installation** Subsequent to the approval of the Change Order(s) developed in the Comprehensive Lighting Audit, Contractor shall commence installation of the Equipment. Equipment cannot be ordered until the County approves the Change Order(s). The Contractor may purchase materials if request for pre-purchase of Equipment has been submitted in writing and approved by the County. All necessary permits and approvals shall be the sole obligation of the Contractor.

A licensed, qualified general contractor will perform installation of the Equipment and all other necessary items. Should Contractor choose to subcontract any portion of work, selection of all subcontractors shall be subject to the County's approval. The Scope of Work to be performed by Contractor is set forth in Sub-paragraph 4.0, of this Statement of Work.

4.0 SCOPE OF WORK FOR INSTALLATION:

DESCRIPTION OF SYSTEM, EQUIPMENT AND LOCATION

The following provides a brief description of the System to be installed by (CONTRACTOR) at the Facilities. The System will include various combinations of the following equipment:

Description:	Manufacturer:
Electronic ballasts	Magnetek, Advance, Howard, Motorola, SLI/I
Dimming electronic ballasts	Advance, Motorola, Luton
T-8 Fluorescent lamps	G.E. T-8 with Starcoat, Phillips, Orsam/Sylvania
Compact fluorescent fixtures	Enertron
Electro-illuminiscent exit signs	Eagle II
New Fixtures (T8 and T5)	American Illuminetics (standard fluorescent), Lithonia Lighting (2x2) Enertron (compact fluorescents)
HID Fixtures	Romlight, Venture Lighting, JanMar, CLI .
Occupancy Sensors	Wattstopper, Novitas, Unenco

Additional products may be used with the County's prior written approval.

5.0 ACCEPTANCE: Within 10 business days after written notification by the Contractor that the Scope of Work has been completed in accordance with this Work Order, the County shall, unless it determines that the Scope of Work has not been completed in accordance with this Work Order, execute and deliver to the Contractor a Certificate of Acceptance.

- A. Certificate of Acceptance must be on County of Los Angeles official letterhead and will state the following: I, the undersigned, hereby certify that I am the duly qualified and acting officer of the County; and, with respect to the Equipment described in Sub-paragraph 4.0, (the Equipment Group) of

the Energy Savings Agreement (Agreement) dated as of _____, by and between the County and (Contractor), that:

1. The equipment has been delivered and installed at the Facilities in accordance with the Specifications described in the Agreement
2. The date of acceptance of the Equipment is _____, 20____. The Certificate of Acceptance will be executed by the County Project Manager.

6.0 GENERAL CONDITIONS & REQUIREMENTS:

- A. **Insurance:** Without limiting Contractor's indemnification of County and during the term of this Work Order and Master Agreement, Contractor shall provide and maintain, and shall require all of its sub-contractors to maintain insurance specified in Master Agreement. No. _____, Sub-paragraph 8.23.
- B. **Bonding:** Contractor shall provide surety bonds from a surety or sureties admitted to do business in California, in the sum of 100% of the Work Order amount, to assure faithful performance and payment for materials and labor by the Contractor. The bond format shall be subject to the review and approval of the County and upon execution shall be subject to the review and approval of the County and upon execution shall remain in full force and effect during the implementation and warranty of the Work Order. Should any surety or sureties upon the bonds become insolvent, Contractor shall renew the bonds with a surety or sureties doing business in California within ten days after receiving notice of the surety's or sureties' insolvency. No work can be performed on this Work Order until County approves the Bonds in writing, by the County's Project Manager. The Contractor, if required, shall deliver to the County the bonds described within twenty-one calendar days from the execution of the Work Order. The Contractor shall not start work until the County approves the bonds, in writing. For every day beyond the twenty-one calendar days there shall be a one calendar day subtracted from the performance period stated in the Work Order.
- C. **Warranty:**
 1. **Equipment Warranty** The Contractor hereby assigns to the County all of its interest in any Equipment Vendor's warranties and guarantees, expressed or implied, provided that the Contractor is hereby authorized to obtain the customary services furnished in connection with such warranties and guarantees on behalf of the County. The County shall be a third party beneficiary of all warranties and representations applicable to any Equipment installed. The Contractor shall provide an extended warranty for defects in materials for all equipment and material provided for a period of two **(2) years**

from the date of project acceptance as indicated in the Certificate of Acceptance executed by the County.

2. Workmanship Warranty The Contractor warrants the quality of all work performed in the System, and fitness for the particular use contemplated by County, whether expressed or implied, made by the Contractor. The Contractor further warrants installation or modification by the Contractor of the System for defects in workmanship for a period of two **(2) years** from the date of project acceptance as indicated in the Certificate of Acceptance executed by the County.

3. Light Level Performance Warranty The Contractor warrants that the light level performance shall meet minimum Illuminating Engineering Society (IES) standards and/or there shall be no reduction in the current lighting levels for a period of three (3) years from the date of project completion as approved by the County.

D. Quality of Work and Material: All materials, parts and equipment furnished by the Contractor shall be new, first quality and free from defects and imperfections. Workmanship shall be in accordance with the best standard practices. All work shall conform to the project drawings and specifications.

7.0 ENERGY REPORT: Contractor shall prepare the Energy Report one year after execution of the Certificate of Acceptance. The Energy Report shall set forth at least the following information:

A. Energy Audit The Contractor's Energy Audit of the Facilities shall use the most recent two years' utility billing information and data related to the operation of the Facilities provided by the County. The audit shall:

1. Include Baseline Energy Consumption for a typical twelve month period. The Baseline Energy Consumption will be used to calculate the Energy Savings resulting from implementation of the Scope of Work and is described in Exhibit C.

2. Clearly show the calculations used to determine Baseline Energy Consumption and Energy Savings at the Facilities in accordance with Attachment 1 to this Statement of Work.

B. Energy Usage Records and Data The County has furnished or shall furnish or cause its energy suppliers to furnish to the Contractor upon its request, all records and complete data concerning energy usage for the Facilities. This shall include the following data for the most current twenty-four (24) month period: utility records; occupancy information; descriptions of any changes in the building structure or its heating, cooling, lighting or other systems or energy requirements; and descriptions of all energy management procedures

presently utilized. It is agreed and understood that the County is making no warranty as to accuracy or correctness of the data supplied.

C. Energy Savings From and after the installation and acceptance of the System, the Energy Savings of the System shall be computed as specified in Attachment 1. The Contractor shall calculate the Energy Savings obtained in accordance with the formulas set forth in Attachment 1. Such formulas shall be adjusted to compensate for changes ("Changes in Use") such as, without limitation, modifications to the Facilities or the County's Equipment, variances in Facility occupancy, extended operating hours of the Facility, or the County's addition or removal of energy consuming equipment. The Contractor and the County must agree in writing to adjust the Baseline Energy Consumption used in the calculation of Energy Savings due to Changes in Use. The Changes in Use and Energy Savings will be calculated in kilowatt-hours (kWh). Kilowatt-hours usage will be converted into savings by multiplying it by \$0.08/kWh. The dollar amount arrived at by such calculation shall be the Energy Savings. The Contractor will provide County, upon request, all data and calculations required to audit the Contractor's determination of Energy Savings.

8.0 LOCATION AND ACCESS: The County will not provide sufficient rent-free space at the Facilities for the installation and operation of the Equipment. The County shall provide access to the Facilities for the Contractor to perform any function related to this Work Order during regular business hours, or such other reasonable hours as may be requested by the Contractor. The Contractor shall be granted access to make emergency repairs or corrections as it may in its discretion determine are needed. The Contractor shall give 48 hours prior notice to the County prior to entering the Facilities.

9.0 HAZARD MATERIALS: The Contractor shall be responsible for proper disposal of all polychlorinated biphenyls (PCB) - contaminated ballasts by incineration and all non-hazardous equipment rendered useless as a result of the installation of the System. To the extent Contractor encounters any asbestos or other hazardous material in the performance of the Scope of Work, Contractor shall stop work, notify the County and propose a change in the Scope of Work pursuant to Section 10 of this Scope of Work providing for remediation of such material as necessary to accomplish the completion of the Scope of Work. The County may either accept Contractor's proposed change in the Scope of Work, or elect to undertake remediation efforts independently within a time period mutually acceptable to both parties. The parties agree that it is not contemplated under the original Scope of Work that Contractor undertake material remediation of asbestos or other hazardous materials (other than the disposal of PCB-contaminated ballasts). Subject to the foregoing, Contractor shall comply with all applicable federal, state and local requirements related to hazardous materials. The project completion date shall be extended if hazardous materials (except for PCB-contaminated ballasts) is encountered for those operations, which are part of the performance of the Scope of Work, and is on the critical path as defined in the project schedule.

10.0 CHANGES IN WORK: The Contractor and/or County may propose changes in the Scope of Work described, including without limitation the types or quantities of Equipment to be installed. For any changes Work Order Amendment shall be prepared, and executed by the County's Project Manager or his/her designee as described in Sub-paragraph 8.1 – Amendments, of Master Agreement No. _____. Compensation for change orders may be either by unit prices as defined in the Contractor's bid, or agreed lump sum. All lump sum estimates prepared by the Contractor shall be supported by an itemized cost breakdown. The itemized breakdown accompanying the estimate shall quantify all Contractor and subcontractor added and deleted labor, material, and construction equipment directly involved with the change.

For change order work performed solely by the Contractor, the Contractor may add a maximum of 15% mark-up which shall cover all profit, overhead, supervisions and any and all other expenses or costs which are incurred by the Contractor because of the change in the work.

For change order work performed by a subcontractor at any tier, the subcontractor may add a maximum of 15% mark-up, and the Contractor may add 6% mark-up which shall cover all profit, overhead, supervisions and any and all other expenses or costs which are incurred by the subcontractor because of the change in the work. County shall accept or reject proposed change orders within thirty (30) days of receipt from Contractor.

11.0 PAYMENTS:

A. Consideration In consideration of the performance by the Contractor in a manner satisfactory to County of the services described in this Scope of Work, including receipt and acceptance of such work by the Director, County agrees to pay Contractor a maximum fee of \$AMOUNT, subject to any fully executed Change Orders as provided for in Section 10.0 of this Statement of Work. The maximum is stated on the Work Order.

B. Payments Payment for the services provided by the Scope of Work shall be made upon demand of the Contractor as indicated in the following subsections 1 through 6.

1. County and Contractor shall select each month to submit payment request for work performed in the previous thirty days equaling 90 percent of the labor performed. The day of the month shall remain constant through the duration of the project.
2. Subsequent to the issuance of the of the Certificate of Acceptance, the Contractor may submit a payment request for the 10% retention amount specified in Section 11.0, subsections A and B.

3. Progress payment made while the work is in progress will not be considered an acknowledgment or acceptance of any or certain portions of the work done in accordance with the drawings and specifications.
4. All requests for payment shall be itemized as indicated in Sub-paragraph 5.4.6 of the Master Agreement by the Contractor and shall be certified by the County Project Manager when found by him to be correct. Payment will be made to the Contractor within forty-five (45) days after receipt by the County of each Contractor's payment request.
5. Cost of bonds or liability insurance shall not be included as an item in the demands for monthly progress payments.
6. When the Contractor has received fifty percent of the total amount of the Work Order, all sub-contractors and material suppliers on record with the project manager will be notified by U.S. Mail regarding the status of such payment. Subcontracts and material suppliers of record will be advised to refer to their rights under the Civil Code relating to "Stop Notices" and other means or methods of securing payment of their work or materials.

BASELINE ENERGY CONSUMPTION

This portion of the exhibit has been developed in accordance with the Energy Savings and Monitoring Agreement. Its purpose is to assist the parties in providing a pre-installation reference point of annual Baseline Energy Consumption for the County Facilities. Using this Baseline Energy Consumption, the Contractor will calculate the avoided cost (savings) to the County and shall determine the Actual Energy Savings. The Baseline Energy Consumption for the Equipment and Systems included in the Scope of Work and Exhibit A for facilities in the Los Angeles Department of Water & Power service territory totals 2,372,359 kWh.

MEASUREMENT & VERIFICATION PLAN

This methodology has been developed for this project for which a constant load, kW_{pre} , operating for a determinable and uniform period of time in the baseline is being replaced with a new load, kW_{post} , operating for a determinable and uniform period of time in the post-installation period.

General Project Scope:

- Re-ballast and re-lamp standard fluorescent fixtures with electronic ballasts and T-8 lamps and provide new tombstones as needed.
- Wash and clean fixture pans and diffusers and replace discolored, cracked, or broken diffusers.

Data Sources:

- Approved Standard Wattage Table (See attached Table C-1).
- Measured hours of Systems and Equipment operation using metering installed by the Contractor.

Sampling:

- Load: Load is determined by the approved Standard Wattage as amended from time to time. Load is also determined from measurements conducted by the Contractor and by calculations conducted by the Contractor.
- Hours: Contractor shall measure hours of operation at a statistically significant 80% confidence and 20% precision for each sample group. A minimum of 20% of the rooms indicated in the sample group shall be sampled.

- Sample Groups

Jury Assembly and deliberation rooms
Public Restrooms
Private Restrooms
Hallways and Corridors
Jail Cells
Small Offices (less than 150 sq. ft.)
Larger Offices More than 151 sq. ft with one or two persons)
Office area with more than 2 people
Conference rooms
Sallyport
Detention office
Janitor
Mechanical rooms
Fan rooms
Kitchens
Lunch Room
Pipe chase
Parking
Stairwells
Classrooms
Labs
Exam rooms
Storage
Parking garages

Measurement Equipment to Be Used:

- Time of Use Lighting Loggers manufactured by Pacific Science and Technology or equal.
- Synergistic Control Panel.
- Dranetz Meter, Series 800 or equal

Contractor shall verify annually that the Actual Energy Savings (as part of the Energy Report) is within 10% of the initial calculation of Actual Energy Savings. If the annual calculation of Energy Savings varies by more than 10% from previous value of Actual Energy Savings, Contractor shall notify the County, and may elect to revisit the site to check for maintenance requirements, as well as for significant changes in building characteristics, such as additional lighting installation, added equipment on lighting circuits, or significant change in operating hours. If significant changes in building characteristics have occurred, then both parties shall revise the baseline assumptions and energy savings and revise the Baseline Energy Consumption.

ENERGY SAVINGS CALCULATION

Contractor shall provide energy savings estimates using the calculation below:

$$\text{Monthly Savings} = (\text{kW}_{\text{PRE}} - \text{kW}_{\text{POST}}) \times (\text{Op}_{\text{MEASURED}}) \times (\$0.08/\text{kWh}) \div 12 \text{ Months}$$

- kWpre: Pre-installation connected kilowatts
- kWpost: Post-installation connected kilowatts
- Opmeasured: Measured operating hours (Annual)
- kW values derived from the Measurement and Verification Plan above

As an initial estimate of Energy Savings, it is anticipated that the implementation of EEMs will reduce 2,372,359 kWh (or \$ 189,789) annually using a rate of \$0.08/kWh.

As discussed in section 2.2 of the Energy Savings and Monitoring Agreement, the Contractor will present the County with an Energy Savings Report with calculated Energy Savings annually. These reports will commence after the Certificate of Acceptance has been issued. The County and the Contractor will agree to any modifications or adjustments to the Baseline Energy Consumption in writing

EXHIBIT G

REQUIRED FORMS

The following forms are required prior to the commencement of work:

- G1 CERTIFICATION OF EMPLOYEE STATUS
- G2 CERTIFICATION OF NO CONFLICT OF INTEREST
- G3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

**ENERGY EFFICIENCY PROJECT SERVICES
MASTER AGREEMENT WORK ORDER**

CERTIFICATION OF EMPLOYEE STATUS

CONTRACTOR NAME

Work Order No. _____ County Master Agreement No. _____

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Work Order.

EMPLOYEES

1. _____
2. _____
3. _____
4. _____

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

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

**ENERGY EFFICIENCY PROJECT SERVICES
MASTER AGREEMENT WORK ORDER**

CERTIFICATION OF NO CONFLICT OF INTEREST

CONTRACTOR NAME

Work Order No. _____ County Master Agreement No. _____

Los Angeles County Code Section 2.180.010.A provides as follows:

“Certain contracts prohibited.

- A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:
1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
 4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.”

Contractor hereby declares and certifies that no Contractor personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

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

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____

Work Order No. _____

County Master Agreement No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Contractor to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Master Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Subsequent Work Orders (not attached)

ENERGY EFFICIENCY PROJECT SERVICE MASTER AGREEMENT (EEPMA) CATEGORIES

1. Retrofits (design and installation)

- Lighting (including audits, energy savings calculations and retrofits)
- Lighting Controls (including programmable controls, occupancy sensors)
- HVAC Retrofits (chillers, installation of VFD's, premium efficiency motors/pumps, state of the art control systems; includes comprehensive audit, design and installation)
- Carbon Monoxide sensors (audit, design, installation)
- Boiler Replacements /Boiler Controls

2. Renewable Resources and Distributed Generation (non-combined heat and power (CHP) application) Design and Installation

- Solar power application
- Wind power application
- Fuel Cells application
- Small Cogen plant or integration into existing site
- Micro turbines plant or integration into existing site

3. Cogeneration (any combined heat and power application) Design and Installation of a Plant or Integration into Existing Site:

- Engines
- Gas Turbines
- Renewable resources and distributed generation in CHP application

4. Commissioning and Retro-Commissioning:

- Facility audits
- Facility energy consumption benchmark reporting
- Facility energy consumption systems operations modeling
- Programming facility HVAC system operations
- Making minor repairs to HVAC system equipment and controls

5. Demand Response Design and Installation

- Lighting and lighting control systems
- HVAC control systems
- Other equipment controls

6. Demand Reduction Design and Installation

- Thermal storage
- Power reduction controllers
- Mechanical and electrical storage devices (including battery storage)

7. Miscellaneous Office Control Systems Design and Installation

- Plug load/workstation controls
- PC network controls

8. Water Conservation

- Facility Audits
- Plumbing Fixture Upgrades

9. Operation of Photovoltaic (PV) and Battery Systems

- Monitor solar system production
- Ensure solar system is operating and performing
- Monitor battery system production
- Ensure battery system is operating and performing

10. Maintenance of Photovoltaic (PV) and Battery Systems

- Provide repairs to non-operating systems
- Ensure systems are performing
- Cleaning of equipment

11. Maintenance of Electric Vehicle (EV) Systems

- Provide preventative EV maintenance and ensure systems are performing
- Provide EV maintenance planning, scheduling, and tracking for EV equipment
- Provide repairs to non-operating EV equipment
- Provide cleaning of EV equipment
- Complete inspections and cleaning of EV equipment internal and external components
- Provide troubleshooting and diagnostic assessments of EV equipment

G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
1. Chief Executive Office delegated authority agreements under \$50,000;
 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT K

COUNTYWIDE LOCAL AND TARGETED WORKER HIRE PROGRAM

PART 1 – GENERAL

1.01 SUMMARY

This Exhibit includes:

Part 1 – General

1.01 – Summary

1.02 – Definitions

1.03 – Local and Targeted Worker Hire Program (LTWHP)

Part 2 – Administration

2.01 – Administration

2.02 – Examples of Community Service Providers

Part 3 – Forms

3.01 - Form K-1: LTWHP Craft Employee Request Form

3.02 - Form K-2: LTWHP Utilization Plan

3.03 - Form K-3: FPL List of Zip Codes

3.04 - Form K-4: Local and Targeted Worker Hire Status Report

1.01 **LOCAL AND TARGETED WORKER HIRING GOALS**

The County of Los Angeles has implemented a Local and Targeted Worker Hire Policy (LTWHP) to facilitate the hiring of Local and Targeted workers. The LTWHP requirements applicable to each Work Order awarded to the Contractor will vary depending on the total Project Budget for each project. For each Work Order awarded to the Contractor, the total Project Budget will be determined by the County, and the County shall inform the Contractor which LTWHP requirements shall apply for that Work Order. Depending on the total Project Budget as determined by the County, one of the following Hiring Goals of the LTWHP requirements shall apply:

- Mandatory Hiring Goals (as defined in section 1.01A)
- Best Efforts Hiring Goals (as defined in section 1.01B)
- No LTWHP Hiring Goals

1.01A **MANDATORY HIRING GOALS FOR THIS PROJECT**

Pursuant to the LTWHP policy, a Work Order having a **mandatory goal** requires that at least 30 percent of total California Construction Labor Hours worked shall be performed by a qualified Local Resident. In addition, at least 10 percent of total California Construction Labor Hours worked on this Work Order shall be performed by County residents classified as a Targeted Worker. Hours worked by a Targeted Worker who is also a Local Resident may be applied towards both the mandatory 30 percent Local Hire and 10 percent Targeted Worker Hire goals.

1.01B BEST EFFORTS HIRING GOALS FOR THIS PROJECT

Pursuant to the LWTWP this policy, a Work Order having a **best efforts goal** requires that at least 30 percent of total California Construction Labor Hours worked shall be performed by a qualified Local Resident. There is no Targeted Worker hiring requirement.

1.02 DEFINITIONS

Terms used in the implementation of the LWTWP shall be defined as follows:

- A. **California Construction Labor Hours** – Includes all craft worker hours performed on the project by California residents, excluding the hours performed by off-site material fabricators, designers, project office staff, or vendors.
- B. **Certified Payroll Reports** – The Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California for the submission of Certified Payroll Reports (CPR). The Contractor and Contractor's subcontractors shall submit a copy of all CPR's to the County on a monthly basis, no later than on the first Monday of the subsequent month. Contractor and all its subcontractors shall submit all CPR's to the County electronically if an online system is designated by the County.
- C. **Community Service Providers** – A network of public and private partners working to support workers and businesses by serving their employment and training needs. These providers include local one-stop job/career centers funded by the Federal Workforce Innovation and Opportunities Act (WIOA). These centers help businesses find skilled workers and connect customers to work related training and education; most services are available at no cost. Examples of Community Service Providers are listed in Section 2.02.
- D. **Craft Employee Request Form** – The form used by the contractor and its subcontractors to request dispatch of craft workers (including, but not limited to, apprentices and journeymen), who are Local Residents or Targeted Workers, from a Community Service Provider or union hiring hall in the event that assistance in obtaining such workers is needed. The request form is submitted by the contractor/subcontractor, completed and executed by the Community Service Provider or union hiring hall, and a copy retained by the Contractor for auditing purposes.
- E. **Local and Targeted Worker Hire Status Report** – A monthly report required to be submitted to the County as listed on Form K-4.
- F. **Local Resident** – A Local Resident is defined as an individual whose primary place of residence is within the Tier 1 or Tier 2 ZIP Codes of the County, as listed in Forms K-1 and K-3.
- G. **Targeted Worker** - A Targeted Worker is an individual who is a County resident and faces at least one or more of the following barriers to employment:
 - 1. Has a documented annual income at or below 100 percent of the Federal Poverty Level;
 - 2. No high school diploma or GED;

3. A history of involvement with the criminal justice system;
4. Protracted unemployment (receiving unemployment benefits for at least 6 months);
5. Is a current recipient of government cash or food assistance benefits;
6. Is homeless or has been homeless within the last year;
7. Is a custodial single parent;
8. Is a former foster youth; or
9. Is a veteran, or is the eligible spouse of a veteran of the United States armed forces, under Section 2(a) of the Jobs for Veterans Act (38 U.S.C.4215[a]).

H. **Tier 1 Zip Codes** – Tier 1 ZIP Codes are those Zip codes listed in Form K-1.

I. **Tier 2 Zip Codes** – Tier 2 ZIP Codes are those Zip codes listed in Form K-3.

J. **Utilization Plan** – The form submitted by the Contractor on behalf of itself and its subcontractors prior to commencing work, specifying a Manpower Utilization Plan, which contains the manpower plan and schedule for the hiring of qualified Local Residents and Targeted Workers, including the use of the subcontractors' workforce to meet the LTWHP hiring goal. The Contractor shall submit updates of the Utilization Plan to reflect changes in project conditions, schedules, or subcontractors.

1.03 LOCAL AND TARGETED WORKER HIRE PROGRAM

For work orders, which the County has determined shall have a **Mandatory** requirement:

- A. The Contractor and its Subcontractors shall meet the following minimum mandatory Local Resident and Target Worker hiring requirements:
 1. At least 30 percent of total California Construction Labor Hours worked on the project must be performed by a qualified Local Resident.
 2. Additionally, at least 10 percent of total California Construction Labor Hours worked on the project shall be performed by a Targeted Worker. The hours worked by a Targeted Worker who is also a Local Resident may also be applied towards the 30 percent Local Resident hiring goal.

For work orders, which the County has determined shall have a **Best Efforts** requirement:

- A. The Contractor and its Subcontractors shall use best efforts to meet the following Local Resident and Target Worker hiring requirements:
 1. Best efforts shall be used to ensure that at least 30 percent of total California Construction Labor Hours worked on the project are performed by a qualified Local Resident.
- B. The available pool of Local Residents whose primary place of residence is within Tier 1 ZIP Codes (listed under Form K-1), must first be exhausted in the manner specified in Section 2.01E before employing worker(s) from Tier 2 ZIP Codes (listed under K-3).
- C. All California Construction Labor Hours shall be included in the calculation for the percentage requirements set forth in Section 1.03 A.

- D. The Contractor and its Subcontractors shall not discriminate against or give preference to any particular individual or group based on race, color, gender, sexual orientation, age or disability.

PART 2 – ADMINISTRATION

2.01 ADMINISTRATION & COMPLIANCE

- A. The Contractor and its Subcontractors shall use the Craft Employee Request Form (Form K-1) for all requests for dispatch of qualified Local Residents and Targeted Workers craft workers (including apprentices and journeymen) in the event that assistance in obtaining such workers is needed from a Community Service Provider, union hiring hall, or other source.
- B. Prior to commencing work, the Contractor, on behalf of itself and its Subcontractors, shall submit a Manpower Utilization Plan (Form K-2) to the County Project Manager that contains the manpower plan and schedule for the hiring of qualified Local and Targeted Workers and the assignment and use of the subcontractors' workforce to meet the Local Worker Hiring requirement. The Contractor, thereafter, shall submit updates of the Manpower Utilization Plan to reflect changes in project conditions, schedule, or subcontractors.
- C. No later than the first Monday of each month, the Contractor shall submit to the designated County representative a completed Local and Targeted Hire Status Report containing the relevant information for the preceding month. The Local and Targeted Hire Status Report shall contain, at a minimum, the information specified below for Contractor and each subcontractor:
 - 1. For each California Project Craft Worker (apprentices and journeymen): (a) the total labor hours, total number of all workers (apprentices and journeymen), hours worked on the project; and (b) the wages earned on the project.
 - 2. Total number of Local Residents (apprentices and journeymen), hours worked (apprentices and journeymen), segregated by Tier 1 and Tier 2 Residency Preference Areas, and wages earned by each Local Resident.
 - 3. Total number of Targeted Worker hours worked (apprentices and journeymen).(by Tier 1 and Tier 2 Residency Preference Areas)
 - 4. Total number of hours worked by Local Residents by subcontractor.
- C. On the first Monday of each month, the Contractor and all its Subcontractors shall submit the Local and Targeted Hire Status Report to the designated County representative (or submit the data online if the County elects to provide an online system), to demonstrate progress in meeting the Manpower Utilization Plan. Failure to submit the Local and Targeted Worker Hire Status Report to the designated County representative shall be deemed to constitute zero percent local hire participation for the month and the County may retain the Monthly Local Hire Participation Contract Compliance Value of \$1,000 for that month.
- D. The County may, in its sole discretion, elect to provide an online system for the Contractor and all of its subcontractors to input the data required in the Local and Targeted Worker Hire Status Report. If the County so elects, the Contractor and Subcontractors shall utilize

that online system in lieu of completing and submitting the Local and Targeted Worker Hire Status Report.

- E. The Contractor and its Subcontractors shall first meet the Local and Targeted Worker Hire participation requirement by employing qualified workers from the Tier 1 Preference Area. If the Contractor is unable to meet their entire Local and Targeted Worker Hire need from this area, it must submit to the Project Manager a statement on company letterhead certifying that it has exhausted all available qualified Local and Targeted Workers from this area during a 48 hour period before pursuing manpower from the Tier 2 Preference Area.
- F. The Contractor's compliance with the approved Manpower Utilization Plan will be evaluated monthly using the Local and Targeted Hire Status Report. The Local and Targeted Worker Hire Participation Compliance Rectification Amount will be determined by multiplying the Monthly Local Hire Participation Contract Compliance Value of \$1,000 by the number of months since the issuance of the Notice to Proceed multiplied by the fraction (percentage) generated by dividing the Cumulative Actual Local Hire Participation (numerator) by the Cumulative Forecast Local Hire Participation (denominator). To this end, the County will release the Local and Targeted Worker Hire Participation Compliance Rectification Amount in direct proportion to the actual Local and Targeted Worker Hire participation levels achieved by the Contractor and as forecasted in the Manpower Utilization Plan.

Monthly Local Hire Participation Contract Compliance Value	X	Number of Months Since Notice to Proceed (NTP)	X	Cumulative Actual Local Hire Participation ----- Cumulative Forecast Local Hire Participation	=	Local Hire Participation Compliance Rectification Amount
(\$1,000)	(Multiply)		(Multiply)	(Divide)	(Equals)	

- G. On a monthly basis, the County will release the Local and Targeted Worker Hire Participation Compliance Rectification Amount, minus the total value of previous releases, in direct proportion to the actual Local and Targeted Worker Hire participation levels achieved by the Contractor consistent with the Manpower Utilization Plan. If the Cumulative Actual Local Hire Participation exceeds the Cumulative Forecast Local Hire Participation, the County will release the Local Hire Participation Compliance Rectification Amount based on a value not to exceed 100 percent. The total aggregate amount to be withheld, or released, for the Local Worker Hiring Requirement shall not exceed \$1,000 / month.

Local Hire Participation Compliance Rectification Amount	-	Cumulative Value of Previous Monthly Releases	=	Current Month's Release
	(Minus)		(Equals)	

- H. At the conclusion of the project, the County will conduct a final evaluation of the Contractor's compliance with the Manpower Utilization Plan as described in Section 2.01.B and execute a final release of funds, if applicable, as described in Section 2.01.F. The Contractor's failure to meet the Local and Targeted Worker Hiring Requirement in Section 1.01 by the conclusion of the project shall result in the County imposing liquidated damages and deducting such amount otherwise owed to the Contractor in its final payment. The County will not be required to pay interest on any amounts withheld during the term of the contract.

- I. The County and Contractor specifically agree that the Local and Targeted Hire Participation Compliance Rectification Amount, minus the total value of previous releases, in direct proportion to the actual Local and Targeted hire participation levels achieved by the Contractor consistent with the Manpower Utilization Plan, shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained due to the Contractor's inability to achieve the Local and Targeted Worker Hiring Requirement in Section 1.01.
- J. For construction contracts where the work is performed for a private County Lessee, the Lessee shall be responsible for administration of all aspects of this Section 2.01, including the calculation and collection of the Local Hire Participation Compliance Rectification Amount. At the conclusion of the project, the Lessee shall pay over the designated County representative any such amounts collected, and shall provide a full report to the designated County Representative of all monthly information required to be collected in this Section 2.01.

2.02 COMMUNITY SERVICE PROVIDERS

Examples of Community Service Providers that may be used by Contractors and Subcontractors to identify Local Residents and Targeted Workers include:

Recommended First Source

Los Angeles County Workforce Development, Aging and Community Services:

<http://workforce.lacounty.gov/>

Alessa Galvan: agalvan@css.lacounty.gov and/or bservices@css.lacounty.gov

Los Angeles County America's Job Centers of California: <http://workforce.lacounty.gov/>

Cal Jobs: <http://www.caljobs.ca.gov/vosnet/Default.aspx>

LA Jobs: <https://www.jobsla.org/vosnet/Default.aspx>

Helmets to Hardhats: <https://www.helmetstohardhats.org>

America's Job Center of California: <http://www.americasjobcenter.ca.gov/>

PART 3 – FORMS

(The attached forms are for reference only. Forms will be revised to include Work Order/Project information and any LTWHP updates. The final version of the forms will be included in the Work Order solicitations.)

Form K-1: LTWHP Craft Employee Request Form

Form K-2: LTWHP Utilization Plan

Form K-3: FPL List of Zip Codes

Form K-4: Local and Targeted Worker Hire Status Report



DISPATCH REQUESTOR: _____
(Contractor and Subcontractor Name)

DATE: _____

LOCAL AND TARGETED WORKER HIRE PROGRAM
K-1 CRAFT EMPLOYEE REQUEST FORM - MANDATORY
NAME OF PROJECT

County of Los Angeles requires that at least 30 percent of total California Construction Labor Hours worked on the project must be performed by a qualified Local Resident. Additionally, at least 10 percent of total California Construction Labor Hours worked on the project shall be performed by a Targeted Worker. The hours worked by a Targeted Worker who is also a Local Resident may also be applied towards the 30 percent Local Resident hiring goal. The available pool of Local Residents whose primary place of residence is within Tier 1 ZIP Codes, listed below, must first be exhausted in the manner specified in Section 2.01E before employing worker(s) from Tier 2 ZIP Codes (listed under Form K-3).

EMAIL FORM TO:

Community Organization Name: _____ Tel: _____ Email: _____
Local Union Name: _____ Tel: _____ Email: _____
GC or Sub Compliance Office: Name: _____ Tel: _____ Email: _____
LTWHP Coordinator Name: _____ Tel: _____ Email: _____
Project Manager Name: _____ Tel: _____ Email: _____

TIER 1 RESIDENCY AREA ZIP CODES: The following zip codes represent a 5-mile radius of the project site. Local and Targeted Workers in these zip codes shall be first dispatched to **NAME OF PROJECT**.

						X	X	X	X	X	X	X	X	X	X
X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

TIER 2 RESIDENCY AREA ZIP CODES: Local and Targeted Workers from these zip codes shall be referred for project work after all available qualified workers in the Tier 1 Residency Preference area have been exhausted to **NAME OF PROJECT**. See Form 00 19 12-.

CRAFT WORKER REQUEST:

QTY#	CRAFT POSITION	JOURNEYMAN OR APPRENTICE LEVEL	LOCAL and TARGETED WORKER (TIER 1 RESIDENCY AREA REQUIRED)	LOCAL and TARGETED WORKER (TIER 2 RESIDENCY AREA)	TARGETED WORKER	DATE	TIME

Please have the worker(s) report to the following project site address indicated below:

Project Name _____

Site Address: _____

On-site Tel #: _____

Report to: _____

On-site Fax: _____

Comment or special instructions: _____

Completed by Community Service Provider Organization or Union

Received By: _____ Date Received: _____ Dispatch Date: _____

Requested Dispatch Available for Dispatch Unavailable for Dispatch

Tier 1 Residency Worker ☐

Tier 2 Residency Worker ☐

☐ *See instruction below.

☐ Qualified Targeted Worker

*Attach letter stating reason for not dispatching local and targeted worker(s) who reside in the Tier 1 and Tier 2 Preference Area zip codes.

Print Dispatcher Name: _____

Phone: _____

EEPMA Work Order XXXXX

Local and Targeted Worker Hire Program
Form K-1

Manpower Utilization Plan / Projection Hours

Project Name _____ Date: _____
Project Duration: 0 Calendar Days

	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Total
PROJECTED PROJECT HOURS														
Total Hours (MH)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Local Hours (Tier 1)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Local Hours (Tier 2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Targeted Worker	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Non-Local Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Local Hours (%)														
ACTUAL PROJECT HOURS														
Total Hours (MH)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Local Hours (Tier 1)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Local Hours (Tier 2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Targeted Worker	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Non-Local Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Local Hours (%) - To Date														

MH = man hours

Contractor: Prime

Manpower Utilization Plan / Projection Hours

Project Name

Date: _____

Project Duration: 0 Calendar Days

[illegible]

Contractor: Sub 1

Manpower Utilization Plan / Projection Hours

Project Name

Date: _____

Project Duration: 0 Calendar Days

[illegible]

Contractor: Sub 2

Manpower Utilization Plan / Projection Hours

Project Name

Date: _____

Project Duration: 0 Calendar Days

[illegible]

Contractor: Sub 3

Manpower Utilization Plan / Projection Hours

Project Name

Date: _____

Project Duration: 0 Calendar Days

[illegible]

Contractor: Sub 4

Manpower Utilization Plan / Projection Hours

Project Name

Date: _____

Project Duration: 0 Calendar Days

[illegible]

First District

Qualifying Zipcodes* (below 200% Federal Poverty Level) for Proposed Local Worker Hiring Program (May 2016)

Zipcode	Area Name
90005	Koreatown (City of LA)
90006	Pico Heights (City of LA)
90007	South Central (City of LA)
90011	South Central (City of LA)
90012	Civic Center (City of LA)/Chinatown (City of LA)
90013	Downtown Los Angeles (City of LA)
90014	Los Angeles
90015	Downtown Los Angeles (City of LA)
90017	Downtown Los Angeles (City of LA)
90021	Downtown Los Angeles (City of LA)
90022	East Los Angeles
90023	East Los Angeles (City of LA)
90026	Echo Park/Silverlake (City of LA)
90029	Downtown Los Angeles (City of LA)
90031	Montecito Heights (City of LA)
90032	El Sereno (City of LA)/Monterey Hills (City of LA)
90033	Boyle Heights (City of LA)
90040	Commerce, City of
90042	Highland Park (City of LA)
90057	Westlake (City of LA)
90058	Vernon
90063	City Terrace
90065	Cypress Park (City of LA)/Glassell Park (City of LA)/Mt. Washington
90071	ARCO Towers (City of LA)
90201	Bell/Bell Gardens/Cudahy
90255	Huntington Park/Walnut Park
90270	Maywood
90280	South Gate
90640	Montebello
90660	Pico Rivera
91702	Azusa
91706	Baldwin Park/Irwindale
91731	El Monte
91732	El Monte
91733	South El Monte
91755	Monterey Park
91766	Phillips Ranch/Pomona
91767	Pomona

91768	Pomona
91770	Rosemead

- * A Qualifying Zipcode is defined as a zipcode whose % of residents in economic despair (2015 income under 200% Federal Poverty Level threshold) is greater than the County average.

For 2015, the 100% Federal Poverty Level (FPL) is \$11,770 for an individual, and \$24,250 for a family of four. **200% FPL is therefore \$23,540 for an individual and \$48,500 for a family of four. In 2015, 39.99% of County residents are below the 200% FPL.**

The County's Department of Public Social Services uses 200% FPL as an eligibility threshold for CalWORKs Post-Employment Services program, per definition of "Needy Family" in California Welfare Institutions Code 10544.1 (g) (1).

Second District

Qualifying Zipcodes* (below 200% Federal Poverty Level) for Proposed Local Worker Hiring Program (May 2016)

Zipcode	Area Name
90001	Florence/South Central (City of LA)
90002	Watts (City of LA)
90003	South Central (City of LA)
90004	Hancock Park (City of LA)
90005	Koreatown (City of LA)
90006	Pico Heights (City of LA)
90007	South Central (City of LA)
90008	Baldwin Hills/Crenshaw (City of LA)/Leimert Park (City of LA)
90010	Wilshire Blvd (City of LA)
90011	South Central (City of LA)
90013	Downtown Los Angeles (City of LA)
90014	Los Angeles
90015	Downtown Los Angeles (City of LA)
90016	West Adams (City of LA)
90018	Jefferson Park (City of LA)
90019	Country Club Park (City of LA)/Mid City (City of LA)
90020	Hancock Park (City of LA)
90021	Downtown Los Angeles (City of LA)
90029	Downtown Los Angeles (City of LA)
90037	South Central (City of LA)
90043	Hyde Park (City of LA)/View Park/Windsor Hills
90044	Athens
90047	South Central (City of LA)
90057	Westlake (City of LA)
90058	Vernon
90059	Watts (City of LA)/Willowbrook
90061	South Central (City of LA)
90062	South Central (City of LA)
90220	Compton/Rancho Dominguez
90221	East Rancho Dominguez
90222	Compton/Rosewood/Willowbrook
90247	Gardena
90255	Huntington Park/Walnut Park
90262	Lynwood
90301	Inglewood
90302	Inglewood
90303	Inglewood
90304	Lennox

90810	Carson/Long Beach
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- * A Qualifying Zipcode is defined as a zipcode whose % of residents in economic despair (2015 income under 200% Federal Poverty Level threshold) is greater than the County average.

For 2015, the 100% Federal Poverty Level (FPL) is \$11,770 for an individual, and \$24,250 for a family of four. **200% FPL is therefore \$23,540 for an individual and \$48,500 for a family of four. In 2015, 39.99% of County residents are below the 200% FPL.**

The County's Department of Public Social Services uses 200% FPL as an eligibility threshold for CalWORKs Post-Employment Services program, per definition of "Needy Family" in California Welfare Institutions Code 10544.1 (g) (1).

Third District

Qualifying Zipcodes* (below 200% Federal Poverty Level) for Proposed Local Worker Hiring Program (May 2016)

Zipcode	Area Name
90004	Hancock Park (City of LA)
90005	Koreatown (City of LA)
90010	Wilshire Blvd (City of LA)
90020	Hancock Park (City of LA)
90028	Hollywood (City of LA)
90029	Downtown Los Angeles (City of LA)
90038	Hollywood (City of LA)
91303	Canoga Park (City of LA)
91306	Winnetka (City of LA)
91324	Northridge (City of LA)
91331	Arleta (City of LA)/Pacoima (City of LA)
91340	San Fernando
91342	Lake View Terrace (City of LA)/Sylmar (City of LA)
91343	North Hills (City of LA)
91352	Sun Valley (City of LA)
91401	Van Nuys (City of LA)
91402	Panorama City (City of LA)
91405	Van Nuys (City of LA)
91406	Van Nuys (City of LA)
91411	Van Nuys (City of LA)
91601	North Hollywood (City of LA)
91605	North Hollywood
91606	North Hollywood

- * A Qualifying Zipcode is defined as a zipcode whose % of residents in economic despair (2015 income under 200% Federal Poverty Level threshold) is greater than the County average.

For 2015, the 100% Federal Poverty Level (FPL) is \$11,770 for an individual, and \$24,250 for a family of four. **200% FPL is therefore \$23,540 for an individual and \$48,500 for a family of four. In 2015, 39.99% of County residents are below the 200% FPL.**

The County's Department of Public Social Services uses 200% FPL as an eligibility threshold for CalWORKs Post-Employment Services program, per definition of "Needy Family" in California Welfare Institutions Code 10544.1 (g) (1).

Fourth District

Qualifying Zipcodes* (below 200% Federal Poverty Level) for Proposed Local Worker Hiring Program (May 2016)

Zipcode	Area Name
90602	Whittier
90630	Cypress
90706	Bellflower
90715	Lakewood
90716	Hawaiian Gardens
90723	Paramount
90731	San Pedro (City of LA)/Terminal Island (City of LA)
90744	Wilmington (City of LA)
90802	Long Beach
90804	Long Beach
90805	North Long Beach (Long Beach)
90806	Long Beach
90810	Carson/Long Beach
90813	Long Beach

- * A Qualifying Zipcode is defined as a zipcode whose % of residents in economic despair (2015 income under 200% Federal Poverty Level threshold) is greater than the County average.

For 2015, the 100% Federal Poverty Level (FPL) is \$11,770 for an individual, and \$24,250 for a family of four. **200% FPL is therefore \$23,540 for an individual and \$48,500 for a family of four. In 2015, 39.99% of County residents are below the 200% FPL.**

The County's Department of Public Social Services uses 200% FPL as an eligibility threshold for CalWORKs Post-Employment Services program, per definition of "Needy Family" in California Welfare Institutions Code 10544.1 (g) (1).

Fifth District

Qualifying Zipcodes* (below 200% Federal Poverty Level) for Proposed Local Worker Hiring Program (May 2016)

Zipcode	Area Name
91204	Glendale (Tropico)
91205	Glendale (Tropico)
91321	Santa Clarita (Newhall)
91324	Northridge (City of LA)
91342	Lake View Terrace (City of LA)/Sylmar (City of LA)
91343	North Hills (City of LA)
91352	Sun Valley (City of LA)
91502	Burbank
91702	Azusa
91776	San Gabriel
93534	Lancaster
93535	Hi Vista
93550	Palmdale/Lake Los Angeles
93591	Palmdale/Lake Los Angeles

- * A Qualifying Zipcode is defined as a zipcode whose % of residents in economic despair (2015 income under 200% Federal Poverty Level threshold) is greater than the County average.

For 2015, the 100% Federal Poverty Level (FPL) is \$11,770 for an individual, and \$24,250 for a family of four. **200% FPL is therefore \$23,540 for an individual and \$48,500 for a family of four. In 2015, 39.99% of County residents are below the 200% FPL.**

The County's Department of Public Social Services uses 200% FPL as an eligibility threshold for CalWORKs Post-Employment Services program, per definition of "Needy Family" in California Welfare Institutions Code 10544.1 (g) (1).



LOCAL AND TARGETED HIRE STATUS REPORT
LOS ANGELES COUNTY

From Date:
9/1/2016
To Date:
9/30/2016
Total Forecast
Hours:3.00
Total Project
Hours to Date:
0.00
Total Hours
Percent
Complete:
10.00%

Project: SAMPLE NAME
Supervisory District: SD 4
Project Code: PW13560
Contractor(s): Multiple Contractors
Craft(s): Multiple Crafts
Construction Contract Amount:\$0.00
Mandatory Local and Targeted Hire Plan: 5% RH

Area	Total Number of Workers Sep 01-Sep 30	% of Total Workers Sep 01-Sep 30	Total Hours Worked Sep 01-Sep 30	% of Total Hours Worked Sep 01-Sep 30	Cumulative Total Number of Workers	Cumulative % of Total Workers	Cumulative Total Hours Worked	Cumulative % of Total Hours Worked	Cumulative Wages w/ Benefits	Cumulative Foremen Hours		Cumulative Number of Journeyman	Cumulative Journeyman Hours			Cumulative Apprentice Hours	Cumulative Apprentice Hours %
Tier 1	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0.00		0	0.00			0.00	0.00%
Tier 2	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0.00		0	0.00			0.00	0.00%
Other in LA County (non-local)	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0.00		0	0.00			0.00	0.00%
Outside of LA County	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0.00		0	0.00			0.00	0.00%
Employees Not in Specified Zip Lists	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0.00		0	0.00			0.00	0.00%
Local and Targeted Workers																	
Local Resident (Tier 1 + Tier 2)	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0.00		0	0.00			0.00	0.00%
Targeted Worker	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0.00		0	0.00			0.00	0.00%
Demographic Profile																	
African American	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0.00		0	0.00			0.00	0.00%
Asian	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0.00		0	0.00			0.00	0.00%
Caucasian	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0.00		0	0.00			0.00	0.00%
Hispanic	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0.00		0	0.00			0.00	0.00%
Native American	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0.00		0	0.00			0.00	0.00%
Not Specified	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0.00		0	0.00			0.00	0.00%
Two Or More Races	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0.00		0	0.00			0.00	0.00%
Other	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0.00		0	0.00			0.00	0.00%
Male	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0.00		0	0.00			0.00	0.00%
Female	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0.00		0	0.00			0.00	0.00%
Veteran	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0.00		0	0.00			0.00	0.00%
Total Employees																	
	0		0.00		0		0.00		\$0.00	0.00		0	0.00			0.00	