

RESOLUTION

23A

WHEREAS, on July 7, 2023, the Mayor declared a state of local emergency concerning persons experiencing homelessness in the City of Los Angeles, noting in her declaration that despite significant progress, the City still faces a critical shortage of local affordable housing and that the number of unhoused and unsheltered people remains far too high; and

WHEREAS, the City, despite having made significant progress, has seen an increase in the number of unhoused people, and has, at any given time, approximately 45,000 people experiencing homelessness Citywide; and

WHEREAS, the unhoused population in the City is greater than two times the total number of interim beds, as established in the annual Homeless Inventory Count submitted by the federal Department of Housing and Urban Development; and

WHEREAS, the City's housing supply is projected to be at least 40 percent below its annual housing production goals as established in the Housing Element approved by the State Department of Housing and Community Development, and reported in the City Planning Department's quarterly Housing Production Report; and

WHEREAS, in accordance with LAAC section 8.27, et seq., the Mayor previously declared a state of local emergency due to the existence of a homeless crisis on December 12, 2022; and

WHEREAS, the concerns articulated in the recitals in the December 2022 declaration and the subsequent Council resolution ratifying the December 2022 declaration of local emergency concerning that homeless emergency remain true and are hereby incorporated by reference;

NOW THEREFORE, the Council of the City of Los Angeles RESOLVES that:

1. A local emergency regarding homelessness existed in the City of Los Angeles (City) within the meaning of Los Angeles Administrative Code (LAAC) section 8.33, et seq., at the time of the Mayor's July 7, 2023, Declaration of Local Emergency, and the City Council reaffirms that the local emergency did exist in the City at that time and because the local emergency continues to exist within the City, within the meaning of LAAC section 8.33, et seq., there is a need to renew the declaration of local emergency, which the City Council hereby ratifies and continues through 90 days from the adoption of this Resolution; and
2. The Mayor shall continue to be empowered to respond to the local emergency as granted in LAAC section 8.33; and
3. The City Clerk is hereby instructed to forward copies of this Resolution to the Governor of the State of California, the Director of the Office of Emergency Services of the State of California, the Los Angeles County Office of Emergency Management, and the Los Angeles County Board of Supervisors.

JL

PRESENTED BY: *Paul Kerkorian*
PAUL KREKORIAN
Councilmember, 2nd District

SECONDED BY: *Walter Rios*

ORIGINAL

OCT 8 1 2023



Connie Espinoza <connie.espinoza@lacity.org>

CD5 Midvale contract

15 messages

Paul Cho <pcho@lifeark.net>

Fri, Oct 27, 2023 at 9:38 AM

To: Connie Espinoza <CONNIE.ESPINOZA@lacity.org>

Cc: Charles Wee <cwee@lifeark.net>, Zachary Warma <zachary.warma@lacity.org>, Marina Quinonez <marina.quinonez@lacity.org>

Connie,

Following up again on the status of the contract for the Midvale interim housing project. We need to enter into a contract for LifeArk to begin preparation for the project. Let me know if you need anything from us for the contracting. Thank you.

Regards,

Paul Cho

CFO

(424) 888-7666



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Marina Quinonez <marina.quinonez@lacity.org>

Fri, Oct 27, 2023 at 9:48 AM

To: Paul Cho <pcho@lifeark.net>

Cc: Connie Espinoza <CONNIE.ESPINOZA@lacity.org>, Charles Wee <cwee@lifeark.net>, Zachary Warma <zachary.warma@lacity.org>, Nathan Ho <nathan.ho@lacity.org>

Good morning Paul,

Connie is waiting on an RQM form from our Analyst, it should be completed shortly. Funds are being processed, though already approved, the controller's office needs to transfer funds.

Zachary, Connie needs confirmation that the emergency declaration is still in place, do you have a council file of the extension? I could not find it on the city clerk website.

Lastly, please add Nathan to all correspondence.

Thank you

Marina Quiñónez, AIA

Architectural Division | Senior Architect

Bureau of Engineering | Department of Public Works

1149 S. Broadway St., suite 830

Los Angeles, CA 90015

O: (213) 485-4378 | F: (213) 485-4836

marina.quinonez@lacity.org



CPRA-05-GSD-SUPP-000002

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Connie Espinoza <connie.espinoza@lacity.org> Fri, Oct 27, 2023 at 9:50 AM
To: Marina Quinonez <marina.quinonez@lacity.org>
Cc: Paul Cho <pcho@lifeark.net>, Charles Wee <cwee@lifeark.net>, Zachary Warma <zachary.warma@lacity.org>, Nathan Ho <nathan.ho@lacity.org>, Martha Medina <martha.medina@lacity.org>

Thank you Marina, adding Martha Medina to the thread - Martha will be processing the RQM.

Connie Espinoza, Supply Services Manager I
Department of General Services
Supply Chain Services
Ph: 213-928-9546
Fx: 213-928-9511

The Supply Services Division's mission is to procure all supplies, equipment and services in a cost-effective and timely manner. In attempting to fulfill this mission, all qualified suppliers will be given an equal opportunity to do business with the City.

[Quoted text hidden]

Paul Cho <pcho@lifeark.net> Fri, Oct 27, 2023 at 9:50 AM
To: Marina Quinonez <marina.quinonez@lacity.org>
Cc: Connie Espinoza <CONNIE.ESPINOZA@lacity.org>, Charles Wee <cwee@lifeark.net>, Zachary Warma <zachary.warma@lacity.org>, Nathan Ho <nathan.ho@lacity.org>

Marina,

Thank you for the update.

Regards,
Paul Cho
CFO
(424) 888-7666



CONFIDENTIALITY NOTE: The information transmitted, including attachments, is intended only for the person(s) or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and destroy any copies of this information.

On Fri, Oct 27, 2023 at 9:48 AM Marina Quinonez <marina.quinonez@lacity.org> wrote:

[Quoted text hidden]

Zachary Warma <zachary.warma@lacity.org> Fri, Oct 27, 2023 at 2:15 PM
To: Marina Quinonez <marina.quinonez@lacity.org>, Connie Espinoza <connie.espinoza@lacity.org>, Martha Medina <martha.medina@lacity.org>
Cc: Charles Wee <cwee@lifeark.net>, Nathan Ho <nathan.ho@lacity.org>, Paul Cho <pcho@lifeark.net>

Marina, Connie, and Martha:

I checked in with the Mayor's Office, and the Emergency Declaration renewal/extension should actually be voted on by Council next week. I will provide the CF upon its publishing.

CPRA-05-GSD-SUPP-000003

I will note that the revised declaration can be found in [CF: 23-0652](#) and [CF: 23-0652-S1](#), though the files are admittedly a bit convoluted.

Cheers,

Zack

[Quoted text hidden]

--



cd5.lacity.gov

Zachary Warma

Housing & Homelessness

Policy Director

O: (213) 473-7005

Los Angeles City Hall
200 North Spring St., Room 440
Los Angeles, CA 90012

Marina Quinonez <marina.quinonez@lacity.org>

Fri, Oct 27, 2023 at 2:21 PM

To: Zachary Warma <zachary.warma@lacity.org>

Cc: Connie Espinoza <connie.espinoza@lacity.org>, Martha Medina <martha.medina@lacity.org>, Charles Wee <cwee@lifeark.net>, Nathan Ho <nathan.ho@lacity.org>, Paul Cho <pcho@lifeark.net>

Thank you Zack.

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Zachary Warma <zachary.warma@lacity.org>

Fri, Oct 27, 2023 at 4:17 PM

To: Marina Quinonez <marina.quinonez@lacity.org>, Connie Espinoza <connie.espinoza@lacity.org>, Martha Medina <martha.medina@lacity.org>

Cc: Charles Wee <cwee@lifeark.net>, Nathan Ho <nathan.ho@lacity.org>, Paul Cho <pcho@lifeark.net>

Marina, Connie, and Martha:

Apologies - the Council File on this is even more muddled than I thought. The actual Council File is [CF: 22-1545](#). You can find the [current July declaration here](#).

Next Tuesday, the Council will be voting on extending the Emergency Declaration ([item 23](#)). Here is the draft resolution ([link](#)).

- ZW

[Quoted text hidden]

Marina Quinonez <marina.quinonez@lacity.org>

Tue, Oct 31, 2023 at 7:59 AM

To: Zachary Warma <zachary.warma@lacity.org>, Charles Wee <cwee@lifeark.net>

Cc: Connie Espinoza <connie.espinoza@lacity.org>, Martha Medina <martha.medina@lacity.org>, Nathan Ho <nathan.ho@lacity.org>, Paul Cho <pcho@lifeark.net>

Thank You Zack,

LifeArk Team, what is your availability to meet this week? I am available Wednesday between 10 and 11 or 1 to 3pm, Friday 10 to 11am.

I would like to review a draft schedule with you, please provide the following durations:

1. Completion of drawings
2. State plan check and certification
3. Fabrication
4. Delivery
5. On-site assembly (construction duration for the project will be 120 days)

CPRA-05-GSD-SUPP-000004

6. Testing and Inspections

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Zachary Warma <zachary.warma@lacity.org>

Tue, Oct 31, 2023 at 8:41 AM

To: Marina Quinonez <marina.quinonez@lacity.org>

Cc: Charles Wee <cwee@lifeark.net>, Connie Espinoza <connie.espinoza@lacity.org>, Martha Medina <martha.medina@lacity.org>, Nathan Ho <nathan.ho@lacity.org>, Paul Cho <pcho@lifeark.net>, Gary Gero <gary.gero@lacity.org>

Marina:

Wednesday 10-11am, Friday 10-11am both work great for CD5.

If necessary, can make Wednesday 1-1:30 or 2:30-3pm work.

Thank you so much for getting the ball rolling on this meeting! Very excited to chat through all of this with the group!

- ZW

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Charles Wee <cwee@lifeark.net>

Tue, Oct 31, 2023 at 9:24 AM

To: Zachary Warma <zachary.warma@lacity.org>

Cc: Marina Quinonez <marina.quinonez@lacity.org>, Connie Espinoza <connie.espinoza@lacity.org>, Martha Medina <martha.medina@lacity.org>, Nathan Ho <nathan.ho@lacity.org>, Paul Cho <pcho@lifeark.net>, Gary Gero <gary.gero@lacity.org>, Rebecca Wee <rwee@lifeark.net>, Jonathon Dilworth <jdilworth@lifeark.net>

Hi Marina,

Lifeark team is OK for both days and times.

Thanks,

Charles

213-324-7228

 LifeArk

[Quoted text hidden]

Marina Quinonez <marina.quinonez@lacity.org>

Tue, Oct 31, 2023 at 2:49 PM

To: Charles Wee <cwee@lifeark.net>

Cc: Zachary Warma <zachary.warma@lacity.org>, Connie Espinoza <connie.espinoza@lacity.org>, Martha Medina <martha.medina@lacity.org>, Nathan Ho <nathan.ho@lacity.org>, Paul Cho <pcho@lifeark.net>, Gary Gero <gary.gero@lacity.org>, Rebecca Wee <rwee@lifeark.net>, Jonathon Dilworth <jdilworth@lifeark.net>

LifeArk team, in hopes of having a productive meeting, we created a draft schedule for discussion, as mentioned earlier, please provide durations for the listed items below, and we will update the draft.

1. Completion of drawings
2. State plan check and certification
3. Fabrication
4. Delivery
5. On-site assembly (construction duration for the project will be 120 days)
6. Testing and Inspections

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 **CD5 Midvale Tiny Home Village.pdf**
172K

Charles Wee <cwee@lifeark.net>

Tue, Oct 31, 2023 at 3:08 PM

To: Marina Quinonez <marina.quinonez@lacity.org>

Cc: Zachary Warma <zachary.warma@lacity.org>, Connie Espinoza <connie.espinoza@lacity.org>, Martha Medina <martha.medina@lacity.org>, Nathan Ho <nathan.ho@lacity.org>, Paul Cho <pcho@lifeark.net>, Gary Gero <gary.gero@lacity.org>, Rebecca Wee <rwee@lifeark.net>, Jonathon Dilworth <jdilworth@lifeark.net>

Hi Marina,

Thanks for providing this. OK, let us look at this and provide the team with the duration for 9 items below before the meeting and we can go over it together tomorrow.

Thanks,
Charles

213-324-7228



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Charles Wee <cwee@lifeark.net>

Wed, Nov 1, 2023 at 6:03 AM

To: Marina Quinonez <marina.quinonez@lacity.org>

Cc: Zachary Warma <zachary.warma@lacity.org>, Connie Espinoza <connie.espinoza@lacity.org>, Martha Medina <martha.medina@lacity.org>, Nathan Ho <nathan.ho@lacity.org>, Paul Cho <pcho@lifeark.net>, Gary Gero <gary.gero@lacity.org>, Rebecca Wee <rwee@lifeark.net>, Jonathon Dilworth <jdilworth@lifeark.net>

Good morning Marina,

Here is an updated draft Lifeark schedule based on the same completion date. We can discuss it more during our meeting.

Completion of drawings- **11/27 to 1/26**

State plan check and certification- **1/29 to 2/16**

Fabrication-**1/8 to 3/31**

Delivery- **4/1 to 4/12**

On-site assembly (construction duration for the project will be 120 days)- **4/15-6/21**

Testing and Inspections-**6/25**

29	Fabrication & Delivery	157 days?	Mon 11/20/23	Tue 6/25/24
30	Issue Purchase Order	1 day?	Mon 11/20/23	Mon 11/20/23
31	Design Phase and State Certification	30 days	Mon 11/27/23	Fri 1/5/24 2/16
32	Fabrication	90 days	Mon 1/8/24	Fri 5/10/24 3/31
33	Start Delivery	0 days	Tue 5/21/24 9/1	Tue 5/21/24 9/12
34	Delivery units 1-5	1 day	Tue 5/21/24	Tue 5/21/24
35	Delivery units 6-10	1 day	Wed 5/22/24	Wed 5/22/24
36	Delivery units 11-15	1 day	Thu 5/23/24	Thu 5/23/24
37	Delivery units 16-20	1 day	Fri 5/24/24	Fri 5/24/24
38	Delivery units 21-25	1 day	Mon 5/27/24	Mon 5/27/24
39	Delivery units 26-32	1 day	Tue 5/28/24	Tue 5/28/24
40	Final installation, testing	20 days	Wed 5/29/24 9/15	Tue 6/25/24 OK

Thanks,
Charles

213-324-7228



[Quoted text hidden]

Nathan Ho <nathan.ho@lacity.org>

Wed, Nov 1, 2023 at 11:04 AM

To: Charles Wee <cwee@lifeark.net>

Cc: Marina Quinonez <marina.quinonez@lacity.org>, Zachary Warma <zachary.warma@lacity.org>, Connie Espinoza <connie.espinoza@lacity.org>, Martha Medina <martha.medina@lacity.org>, Paul Cho <pcho@lifeark.net>, Gary Gero <gary.gero@lacity.org>, Rebecca Wee <rwee@lifeark.net>, Jonathon Dilworth <jdilworth@lifeark.net>

Team,

Please find attached the updated schedule from our meeting this morning.

Thank you,

Nathan Ho, P.E.
Architectural Division | Civil Engineering Associate
Bureau of Engineering | Department of Public Works
1149 S Broadway, Suite 830
Los Angeles, CA 90015
Phone: 213 485 4428
Email: nathan.ho@lacity.org



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 **CD5 Midvale Tiny Home Village 11-1-23.pdf**
140K

Charles Wee <cwee@lifeark.net>

Wed, Nov 1, 2023 at 11:12 AM

To: Nathan Ho <nathan.ho@lacity.org>

Cc: Marina Quinonez <marina.quinonez@lacity.org>, Zachary Warma <zachary.warma@lacity.org>, Connie Espinoza <connie.espinoza@lacity.org>, Martha Medina <martha.medina@lacity.org>, Paul Cho <pcho@lifeark.net>, Gary Gero <gary.gero@lacity.org>, Rebecca Wee <rwee@lifeark.net>, Jonathon Dilworth <jdilworth@lifeark.net>

Thanks Nathan!

Thanks,
Charles
213-324-7228


[Quoted text hidden]



Connie Espinoza <connie.espinoza@lacity.org>

Fwd: MOU per CF 23-1066

1 message

Melissa Yusilon <melissa.yusilon@lacity.org>

Wed, Nov 1, 2023 at 1:07 PM

To: Troy Lee <troy.lee@lacity.org>, Connie Espinoza <connie.espinoza@lacity.org>

FYI. Here is the approved Council File associated with the sole source commodity contract with LifeArk (modular units for interim housing from CD5). This was one of the vendor's that was discussed over the summer.

~Melissa

Best Regards,

Melissa Yusilon

Assistant General Manager

Supply and Technical Services

Department of General Services

----- Forwarded message -----

From: **Tony Royster** <tony.royster@lacity.org>

Date: Wed, Nov 1, 2023 at 12:59 PM

Subject: Re: MOU per CF 23-1066

To: Gary Gero <gary.gero@lacity.org>

Cc: Laura Cornejo <laura.cornejo@lacity.org>, Melody J. McCormick <melody.mccormick@lacity.org>, Melissa Yusilon <melissa.yusilon@lacity.org>

Melody McCormick can assist with the lease related items and Melissa Yusilon can assist with the commodity related items in the motion. Thanks

On Wed, Nov 1, 2023 at 12:53 PM Gary Gero <gary.gero@lacity.org> wrote:

Hi Laura and Tony,

I hope you're both well! On October 20 the Council adopted a package to fund and build an interim housing project on a city-owned parking lot at Pico and Midvale (CF 23-1066). Part of that action was to initiate an MOU between your departments for use of the property so I wanted to reach out to bring this to your attention and ask who we should be working with in your office on this? I appreciate your help, thanks!

Kindly

CPRA-05-GSD-SUPP-000008

Gary



COUNCILWOMAN

KATY YAROSLAVSKY
LOS ANGELES COUNCIL DISTRICT 5



cd5.lacity.gov

Gary Gero

CHIEF OF STAFF

O: (213) 473-7005

C: (213) 473-7005

Los Angeles City Hall
200 North Spring St., Room 440
Los Angeles, CA 90012



Connie Espinoza <connie.espinoza@lacity.org>

Lifeark - City of Los Angeles

12 messages

Nathan Ho <nathan.ho@lacity.org>

Wed, Nov 1, 2023 at 10:12 AM

To: Martha Medina <martha.medina@lacity.org>, Connie Espinoza <connie.espinoza@lacity.org>

Cc: Charles Wee <cwee@lifeark.net>, Rebecca Wee <rwee@lifeark.net>, Paul Cho <pcho@lifeark.net>, Jonathan Dilworth <jdilworth@lifeark.net>, Marina Quinonez <marina.quinonez@lacity.org>, Zachary Warma <zachary.warma@lacity.org>

Hi Martha,

Putting you in touch with the LifeArk team now.

CC'd are Charles Wee, Paul Cho, Rebecca Wee, and Jon Dilworth

Regards,

Nathan Ho, P.E.

Architectural Division | Civil Engineering Associate
Bureau of Engineering | Department of Public Works

1149 S Broadway, Suite 830

Los Angeles, CA 90015

Phone: 213 485 4428

Email: nathan.ho@lacity.org



Martha Medina <martha.medina@lacity.org>

Wed, Nov 1, 2023 at 10:49 AM

To: Nathan Ho <nathan.ho@lacity.org>

Cc: Connie Espinoza <connie.espinoza@lacity.org>, Charles Wee <cwee@lifeark.net>, Rebecca Wee <rwee@lifeark.net>, Paul Cho <pcho@lifeark.net>, Jonathan Dilworth <jdilworth@lifeark.net>, Marina Quinonez <marina.quinonez@lacity.org>, Zachary Warma <zachary.warma@lacity.org>

It was a pleasure meeting you all today. Here are the forms we referred to at the meeting earlier.

I am attaching RAMP informational material so it will help you navigate through the system, I am also including information regarding insurance, regarding City requirements.

Please let me know if you have any questions or concerns.

[Quoted text hidden]

--

Martha Medina, Procurement Supervisor
City of Los Angeles, GSD Supply Services Division

Martha.Medina@lacity.org

Phone: 213-928-9536

5 attachments

RAMP FAQ.pdf
83K

RAMP Compliance Docs Instructions.pdf
299K

RAMP_New_Registration.pdf
2276K

 **Insurance -KwikComply-who to contact.pdf**
71K

 **Insurance KwikComply.pdf**
64K

Rebecca Wee <rwee@lifeark.net>

Wed, Nov 1, 2023 at 10:53 AM

To: Martha Medina <martha.medina@lacity.org>

Cc: Nathan Ho <nathan.ho@lacity.org>, Connie Espinoza <connie.espinoza@lacity.org>, Charles Wee <cwee@lifeark.net>, Paul Cho <pcho@lifeark.net>, Jonathan Dilworth <jdilworth@lifeark.net>, Marina Quinonez <marina.quinonez@lacity.org>, Zachary Warma <zachary.warma@lacity.org>

Hi Martha,

Great to meet you and Connie today as well. Thanks for forwarding this information - we will review this and get the compliance documents back ASAP.

Thank you,

[Quoted text hidden]

--

Rebecca H. Wee (she/her)
LifeArk, SPC.

Martha Medina <martha.medina@lacity.org>

Wed, Nov 1, 2023 at 10:56 AM

To: Rebecca Wee <rwee@lifeark.net>

Cc: Nathan Ho <nathan.ho@lacity.org>, Connie Espinoza <connie.espinoza@lacity.org>, Charles Wee <cwee@lifeark.net>, Paul Cho <pcho@lifeark.net>, Jonathan Dilworth <jdilworth@lifeark.net>, Marina Quinonez <marina.quinonez@lacity.org>, Zachary Warma <zachary.warma@lacity.org>

Terrific, thank you.

[Quoted text hidden]

Rebecca Wee <rwee@lifeark.net>

Fri, Nov 3, 2023 at 4:18 PM

To: Martha Medina <martha.medina@lacity.org>

Cc: Nathan Ho <nathan.ho@lacity.org>, Connie Espinoza <connie.espinoza@lacity.org>, Charles Wee <cwee@lifeark.net>, Paul Cho <pcho@lifeark.net>, Jonathan Dilworth <jdilworth@lifeark.net>, Marina Quinonez <marina.quinonez@lacity.org>, Zachary Warma <zachary.warma@lacity.org>

Hello Martha,

We have filled and submitted through the RAMP portal the required Compliance documents that were listed on our account (3) - I am attaching them to this email as well in addition to the Iran Contracting Act Form for which we were instructed to send directly to the City contact.

Please let me know if we are missing anything.

Thank you,

Rebecca

[Quoted text hidden]

3 attachments

 **Iran Contracting Act-LifeArk.pdf**
763K

 **Equal Benefits Ordinance Compliance Affidavit - LifeArk.pdf**
9K

 **City of LA - Disclosure Ordinance - LifeArk.pdf**
8K

Nathan Ho <nathan.ho@lacity.org>

Mon, Nov 6, 2023 at 1:23 PM

To: Martha Medina <martha.medina@lacity.org>

Cc: Connie Espinoza <connie.espinoza@lacity.org>, Marina Quinonez <marina.quinonez@lacity.org>, Zachary Warma <zachary.warma@lacity.org>, Thelma Castelltort <thelma.castelltort@lacity.org>

Good afternoon Martha,

Now that we've received from LifeArk the requested documents, is there anything else you need from us or LifeArk in order to have their vendor active status set on FMS so we can issue the PO?

Thanks very much,

Nathan Ho, P.E.

Architectural Division | Civil Engineering Associate
Bureau of Engineering | Department of Public Works

1149 S Broadway, Suite 830

Los Angeles, CA 90015

Phone: 213 485 4428

Email: nathan.ho@lacity.org



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Martha Medina <martha.medina@lacity.org>

Mon, Nov 6, 2023 at 1:27 PM

To: Nathan Ho <nathan.ho@lacity.org>

Cc: Connie Espinoza <connie.espinoza@lacity.org>, Marina Quinonez <marina.quinonez@lacity.org>, Zachary Warma <zachary.warma@lacity.org>, Thelma Castelltort <thelma.castelltort@lacity.org>

That is something that needs to be done with our central purchasing office. Currently the system is down till tomorrow, therefore there is nothing that can be done today, tomorrow is what we are shooting for.

[Quoted text hidden]

Rebecca Wee <rwee@lifeark.net>

Tue, Nov 7, 2023 at 10:01 AM

To: Martha Medina <martha.medina@lacity.org>

Cc: Nathan Ho <nathan.ho@lacity.org>, Connie Espinoza <connie.espinoza@lacity.org>, Charles Wee <cwee@lifeark.net>, Paul Cho <pcho@lifeark.net>, Jonathan Dilworth <jdilworth@lifeark.net>, Marina Quinonez <marina.quinonez@lacity.org>, Zachary Warma <zachary.warma@lacity.org>

Hello Martha,

Just wanted to check in and see if you were able to review the documents - please let us know if there is anything else needed.

Thanks!

Rebecca

[Quoted text hidden]

Martha Medina <martha.medina@lacity.org>

Tue, Nov 7, 2023 at 10:11 AM

To: Rebecca Wee <rwee@lifeark.net>

Cc: Nathan Ho <nathan.ho@lacity.org>, Connie Espinoza <connie.espinoza@lacity.org>, Charles Wee <cwee@lifeark.net>, Paul Cho <pcho@lifeark.net>, Jonathan Dilworth <jdilworth@lifeark.net>, Marina Quinonez <marina.quinonez@lacity.org>, Zachary Warma <zachary.warma@lacity.org>

to be honest, I have not especially because the new FMS just was available today.

[Quoted text hidden]

Rebecca Wee <rwee@lifeark.net>

Fri, Nov 10, 2023 at 1:15 PM

CPRA-05-GSD-SUPP-000012

To: Martha Medina <martha.medina@lacity.org>
Cc: Nathan Ho <nathan.ho@lacity.org>, Connie Espinoza <connie.espinoza@lacity.org>, Charles Wee <cwee@liffeark.net>, Paul Cho <pcho@liffeark.net>, Jonathan Dilworth <jdilworth@liffeark.net>, Marina Quinonez <marina.quinonez@lacity.org>, Zachary Warma <zachary.warma@lacity.org>

Hi Martha,

Wanted to check in again to see if you were able to review.

Thank you!

[Quoted text hidden]

Martha Medina <martha.medina@lacity.org>

Mon, Nov 13, 2023 at 8:42 AM

To: Rebecca Wee <rwee@liffeark.net>

Cc: Nathan Ho <nathan.ho@lacity.org>, Connie Espinoza <connie.espinoza@lacity.org>, Charles Wee <cwee@liffeark.net>, Paul Cho <pcho@liffeark.net>, Jonathan Dilworth <jdilworth@liffeark.net>, Marina Quinonez <marina.quinonez@lacity.org>, Zachary Warma <zachary.warma@lacity.org>

Rebecca, I will get back to you as I have more updates.

I do not review submissions on RAMP that is the Office of Contract Compliance, therefore they review the documents. I will get back to you should I have any questions.

[Quoted text hidden]

Zachary Warma <zachary.warma@lacity.org>

Mon, Nov 13, 2023 at 9:09 AM

To: Martha Medina <martha.medina@lacity.org>

Cc: Rebecca Wee <rwee@liffeark.net>, Nathan Ho <nathan.ho@lacity.org>, Connie Espinoza <connie.espinoza@lacity.org>, Charles Wee <cwee@liffeark.net>, Paul Cho <pcho@liffeark.net>, Jonathan Dilworth <jdilworth@liffeark.net>, Marina Quinonez <marina.quinonez@lacity.org>

Martha:

Appreciate the update. Taking a quick step back, however - can you please confirm the following:

1. What steps / approvals are we waiting on from GSD / your team?
2. What are the timelines for those?

Our office wants to make sure there's no needless slowdowns, especially right out of the gate.

Cheers,

Zack Warma

[Quoted text hidden]

--



cd5.lacity.gov

Zachary Warma

Housing & Homelessness

Policy Director

O: (213) 473-7005

Los Angeles City Hall
200 North Spring St., Room 440
Los Angeles, CA 90012



Re: CD 5: LifeArk Contract

7 messages

Nathan Ho <nathan.ho@lacity.org> Fri, Oct 20, 2023 at 10:34 AM
To: Thelma Castellort <thelma.castellort@lacity.org>, Connie Espinoza <connie.espinoza@lacity.org>
Cc: Martha Medina <martha.medina@lacity.org>, Erik Villanueva <Erik.Villanueva@lacity.org>, Ivet Madatyan <ivet.madatyan@lacity.org>, Marina Quinonez <marina.quinonez@lacity.org>

Good morning Connie and Thelma,

This item was just approved this morning by the City Council. Let's proceed with the RQM for LifeArk.

Thanks,

Nathan Ho, P.E.
Architectural Division | Civil Engineering Associate
Bureau of Engineering | Department of Public Works
1149 S Broadway, Suite 830
Los Angeles, CA 90015
Phone: 213 485 4428
Email: nathan.ho@lacity.org



On Mon, Sep 18, 2023 at 11:48 AM Marina Quinonez <marina.quinonez@lacity.org> wrote:
Good morning everyone.

Please hold on any work related to this request.

Thank you

Marina Quiñónez, AIA
Architectural Division | Senior Architect
Bureau of Engineering | Department of Public Works
1149 S. Broadway St., suite 830
Los Angeles, CA 90015
O: (213) 485-4378 | F: (213) 485-4836
marina.quinonez@lacity.org



On Thu, Sep 14, 2023 at 3:16 PM Thelma Castellort <thelma.castellort@lacity.org> wrote:

Hi Marina,
I am a little bit confused. Connie followed up for the RQM last Tuesday. Should we wait for the Motion to be passed first before I prepare the RQM?
Please advise.
Thanks.

Thelma B. Castellort
Architectural Division | Sr. Management Analyst I
Bureau of Engineering | Department of Public Works
1149 S. Broadway, Suite 820
Los Angeles, CA 90015
Mail Stop 295
O: 213 847 1696 | F: 213 847 1794
thelma.castellort@lacity.org

<http://eng.lacity.org>

On Thu, Sep 14, 2023 at 2:58 PM Marina Quinonez <marina.quinonez@lacity.org> wrote:
Thelma, Connie has yet to receive approval to engage in a soul source, the Motion is being introduced to Council on the 19th.

Marina Quiñónez, AIA
Architectural Division | Senior Architect
Bureau of Engineering | Department of Public Works
1149 S. Broadway St., suite 830
Los Angeles, CA 90015
O: (213) 485-4378 | F: (213) 485-4836
marina.quinonez@lacity.org



On Thu, Sep 14, 2023 at 2:51 PM Thelma Castellort <thelma.castellort@lacity.org> wrote:

Hi Connie and Martha,

I am doing the RQM for LifeArk. One of the errors I got in my document is that the Vendor Active Status is Inactive. Should I prepare a VCM first to change the Vendor's Status to Active?

Please advise. Thank you.

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status
VS0000010125	LifeArk SPC		Inactive	Inactive

First Prev Next Last [Attachments](#)

Save [Undo](#) [Delete](#) [Insert](#) [Copy](#) [Paste](#) [Search](#)

▼ General Info

Vendor/Customer: VS0000010125
Legal Name: LifeArk SPC
Alias/DBA:
Vendor Active Status: Inactive
Vendor Approval Status: N/A
Customer Active Status: Inactive
Customer Approval Status: Incomplete
Location Name:
First Name:
Middle Name:
Last Name:
Company Name: LifeArk SPC
Vendor Performance Rating:
Service Vendor:
Purchasing Agent Vendor:
ePayables Vendor:

Restrict Use by Department:
Miscellaneous Account:
Internal Account:
Third Party Only:
Third Party Vendor:
Third Party Customer:
Inventory Customer:
Never Archive:
Restrict VSS Access: No
Discontinue - No New Business:
Prevent MA Reference:
PunchOut Enabled:
Re-PunchOut Enabled:
Electronic Order Enabled:
Prevent Transmission of Mod PO:

Active From:
Active To:
Last Usage Date: 03/29/2023
Department: 40
Unit:

► Headquarters

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thelma.castellort@lacity.org

<http://eng.lacity.org>

On Tue, Jul 25, 2023 at 2:53 PM Connie Espinoza <connie.espinoza@lacity.org> wrote:

Good afternoon all,

Martha's email stated what is needed for a Sole Source award however since this will be awarded referencing the Mayor's Emergency Homeless Declaration, we only need the RQM (request for contract submitted through FMS), vendor quote for the line items you're wishing to add, and a memo stating why and how this vendor was selected. If you have any thing regarding warranty or related material, please attach that to the RQM as well.

Thank you,

Connie Espinoza, Supply Services Manager I
Department of General Services
Supply Chain Services
Ph: 213-928-9546
Fx: 213-928-9511

The Supply Services Division's mission is to procure all supplies, equipment and services in a cost-effective and timely manner. In attempting to fulfill this mission, all qualified suppliers will be given an equal opportunity to do business with the City.

On Tue, Jul 25, 2023 at 1:06 PM Marina Quinonez <marina.quinonez@lacity.org> wrote:

Hi Connie and Martha,

I have added Nathan to this email, he will be handling the paperwork to bring on the LifeArk vendor.

We are currently waiting for a justification from CD 5. Can you remind us of the form you need to be filled out?

Thank you

Marina Quiñónez, AIA
Architectural Division | Senior Architect

CPRA-05-GSD-SUPP-000015

Bureau of Engineering| Department of Public Works
1149 S. Broadway St., suite 830
Los Angeles, CA 90015
O:(213) 485-4378 | F: (213) 485-4836
marina.quinonez@lacity.org



On Thu, Jul 13, 2023 at 1:34 PM Marina Quinonez <marina.quinonez@lacity.org> wrote:
Hi Connie,

CD 5 wanted me to reach out regarding their request to soul source with LifeArk. Do you want to set up a meeting sometime, early next week?

Marina Quiñónez, AIA
Architectural Division I Senior Architect
Bureau of Engineering| Department of Public Works
1149 S. Broadway St., suite 830
Los Angeles, CA 90015
O:(213) 485-4378 | F: (213) 485-4836
marina.quinonez@lacity.org



Marina Quinonez <marina.quinonez@lacity.org> Wed, Oct 25, 2023 at 11:19 AM
To: Nathan Ho <nathan.ho@lacity.org>
Cc: Thelma Castelltort <thelma.castelltort@lacity.org>, Connie Espinoza <connie.espinoza@lacity.org>, Martha Medina <martha.medina@lacity.org>, Erik Villanueva <Erik.Villanueva@lacity.org>, Ivet Madatyan <ivet.madatyan@lacity.org>

Connie and Thelma,

Please provide an update, do you have everything you need? CD 5 is pushing to get the contract moving.

[Quoted text hidden]
[Quoted text hidden]

Marina Quinonez <marina.quinonez@lacity.org> Thu, Oct 26, 2023 at 10:43 AM
To: Nathan Ho <nathan.ho@lacity.org>
Cc: Thelma Castelltort <thelma.castelltort@lacity.org>, Connie Espinoza <connie.espinoza@lacity.org>, Martha Medina <martha.medina@lacity.org>, Erik Villanueva <Erik.Villanueva@lacity.org>, Ivet Madatyan <ivet.madatyan@lacity.org>

Connie, We need to give CD 5 an update, can you please let us know if you have what you need?

Thanks
[Quoted text hidden]
[Quoted text hidden]

Connie Espinoza <connie.espinoza@lacity.org> Fri, Oct 27, 2023 at 7:39 AM
To: Marina Quinonez <marina.quinonez@lacity.org>
Cc: Nathan Ho <nathan.ho@lacity.org>, Thelma Castelltort <thelma.castelltort@lacity.org>, Martha Medina <martha.medina@lacity.org>, Erik Villanueva <Erik.Villanueva@lacity.org>, Ivet Madatyan <ivet.madatyan@lacity.org>

Good morning,

Has the RQM been created yet? Also, is the Emergency Declaration still in place? Otherwise this will need to be advertised prior to award in which case we'll need specifications.

Thank you,

Connie Espinoza, Supply Services Manager I
Department of General Services
Supply Chain Services
Ph: 213-928-9546
Fx: 213-928-9511

The Supply Services Division's mission is to procure all supplies, equipment and services in a cost-effective and timely manner. In attempting to fulfill this mission, all qualified suppliers will be given an equal opportunity to do business with the City.

[Quoted text hidden]

Marina Quinonez <marina.quinonez@lacity.org> Fri, Oct 27, 2023 at 8:25 AM
To: Connie Espinoza <connie.espinoza@lacity.org>
Cc: Nathan Ho <nathan.ho@lacity.org>, Thelma Castelltort <thelma.castelltort@lacity.org>, Martha Medina <martha.medina@lacity.org>, Erik Villanueva <Erik.Villanueva@lacity.org>, Ivet Madatyan <ivet.madatyan@lacity.org>

CPRA-05-GSD-SUPP-000016

Hi Connie,

Yes, the Mayor's Office informed me that the declaration was extended.

Nathan, what is the status on the RQM?

[Quoted text hidden]

[Quoted text hidden]

Thelma Castellort <thelma.castellort@lacity.org>

To: Marina Quinonez <marina.quinonez@lacity.org>, Connie Espinoza <connie.espinoza@lacity.org>

Cc: Nathan Ho <nathan.ho@lacity.org>, Martha Medina <martha.medina@lacity.org>, Erik Villanueva <Erik.Villanueva@lacity.org>, Ivet Madatyan <ivet.madatyan@lacity.org>

Hi Marina and Connie,

RQM No. 240000800007 for Life Ark was already created. However, I have two error messages in FMS which I do not know how to fix. See below.

Hi GSD Team,

Can you please advise on how I should resolve these error messages so that I can finalize it?

Thank you.

The screenshot shows the FMS Advantage web application interface. At the top, the URL is https://fms.insidela.org/webapp/PRDFIN1X1/Advantage. The page title is CGI Advantage. A welcome message for Thelma Castellort is displayed. Below this is a table of error messages:

Severity	Component	Line Number	Override	Message
Error	RQ_DOC_SUGVEND	SUGVEND Line 1	---	The vendor must be an active vendor on the vendor customer table. (A1055)
Error	RQ_DOC_SUGVEND	SUGVEND Line 1	---	Only approved Purchasing Agent Vendors are allowed on Annual Requirements Contract Requisition.

Below the error messages is a navigation menu with tabs: General Information, Contact, Extended Description, Additional Information, Default Shipping/Billing, Document Information, and Reporting. The 'General Information' tab is selected, showing the following details for the document 'RQM for LifeArk':

- Document Name: RQM for LifeArk
- Record Date: [Calendar icon]
- Budget FY: [Text input]
- Fiscal Year: [Text input]
- Period: [Text input]
- Document Description: RQM for LifeArk
- Document Short Description: [Text input]
- Actual Amount: \$0.00
- Closed Amount: \$0.00
- Closed Date: [Text input]
- Open Amount: \$0.00
- Ref Amount: \$0.00

Thelma B. Castellort

Architectural Division | Sr. Management Analyst I

Bureau of Engineering | Department of Public Works

1149 S. Broadway, Suite 820

Los Angeles, CA 90015

Mail Stop 295

O: 213 847 1696 | F: 213 847 1794

thelma.castellort@lacity.org

<http://eng.lacity.org>

[Quoted text hidden]

Nathan Ho <nathan.ho@lacity.org>

To: Martha Medina <martha.medina@lacity.org>, Connie Espinoza <connie.espinoza@lacity.org>

Cc: Thelma Castellort <thelma.castellort@lacity.org>, Marina Quinonez <marina.quinonez@lacity.org>, Ivet Madatyan <ivet.madatyan@lacity.org>

Wed, Nov 1, 2023 at 12:12 PM

Hi Martha and Connie,

Please find attached the council file for your reference.

Thank you,

Nathan Ho, P.E.

Architectural Division | Civil Engineering Associate

Bureau of Engineering | Department of Public Works

1149 S Broadway, Suite 830

Los Angeles, CA 90015

CPRA-05-GSD-SUPP-000017

On Wed, Nov 1, 2023 at 10:45 AM Martha Medina <martha.medina@lacity.org> wrote:
Will do, thank you!

On Wed, Nov 1, 2023 at 10:44 AM Thelma Castelltort <thelma.castelltort@lacity.org> wrote:
Hi Martha,
We would appreciate it if you could send all these documents to Life Ark.
Thank you very much, Martha.

Thelma B. Castelltort
Architectural Division | Sr. Management Analyst I
Bureau of Engineering | Department of Public Works
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thelma.castelltort@lacity.org

 <http://eng.lacity.org> 

On Wed, Nov 1, 2023 at 10:38 AM Martha Medina <martha.medina@lacity.org> wrote:
Life Ark, is going to need insurance, info attached
RAMP set up for compliance, attached

Did you want me to send this to them or do you all want to send these docs to Chales We and Paul Cho?

On Wed, Nov 1, 2023 at 10:33 AM Martha Medina <martha.medina@lacity.org> wrote:
That is different than a vendor number, that allows a bidder to bid on the LAVSS system, however it does not set them up for payment or vendor etc. Attached is the form you will need to fill out to set them up. The LAVSS number is strictly so they can submit a bid on the system.

On Wed, Nov 1, 2023 at 10:22 AM Thelma Castelltort <thelma.castelltort@lacity.org> wrote:
Hi Martha.
VS0000010125. Thank you.



Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status
✓ VS0000010125	LifeArk SPC		Inactive	Inactive

First Prev Next Last [Attachments](#)

Save [Undo](#) Delete Insert [Copy](#) Paste [Search](#) 

▼ General Info

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Los Angeles, CA 90015
Mail Stop 295
O: 213 847 1696 | F: 213 847 1794
thelma.castelltort@lacity.org

 <http://eng.lacity.org> 

On Wed, Nov 1, 2023 at 10:19 AM Martha Medina <martha.medina@lacity.org> wrote:
Thanks for following up. I will reach out to Central purchasing now. Can you remind me of the vendor number?

On Wed, Nov 1, 2023 at 10:10 AM Thelma Castelltort <thelma.castelltort@lacity.org> wrote:
Good morning Martha:
I know you are very busy but I just want to follow up with you regarding the activation of LifeArk SPC in the Vendor Active Status in FMS.
Thank you for whatever assistance you can provide.

Thelma B. Castelltort
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Bureau of Engineering | Department of Public Works
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thelma.castelltort@lacity.org

<http://eng.lacity.org/>

On Tue, Oct 31, 2023 at 9:25 AM Martha Medina <martha.medina@lacity.org> wrote:

Neither would I, and I think we can do it for more than 1 year, however I will check, and push it for more if I can, trust me I would love to do all my contracts for 10 years if I could, lol.

On Tue, Oct 31, 2023 at 8:34 AM Marina Quinonez <marina.quinonez@lacity.org> wrote:

Martha,

Apologies for the pressure, I know we are all doing our best. We appreciate your attention on this request. I believe Connie mentioned that the commodities contract would be set for one year, perhaps 2, I don't recall. Is there a limitation on the Critical Need purchase? I would not want to limit the contract's use.

We will wait 1 to 2 weeks if necessary.

Thank you

Marina Quiñónez, AIA
Architectural Division | Senior Architect
Bureau of Engineering | Department of Public Works
[1149 S. Broadway St., suite 830](#)
[Los Angeles, CA 90015](#)
O: (213) 485-4378 | F: (213) 485-4836
marina.quinonez@lacity.org



On Tue, Oct 31, 2023 at 8:17 AM Martha Medina <martha.medina@lacity.org> wrote:

Marina,

Putting it together will take a least 1-2 wks, I am sorry, if it is urgent I suggest you do a Critical Need purchase with an RQS.

I understand the urgency, however it will not be started to be worked on till probably Thursday of this week, it is important to remember that it is very very difficult with short staffing to turn that quickly, especially when we are managing over 105 contracts within the Const. & Maint Group. with only 2 analysts and one is less than 6 months. We will do our best, that is why lead time planning is so important. However, we do our best.

We will approach the contract as a Critical Need, therefore the process is faster, most contracts work on a 4-6 process with an RQM and that is when all processes are perfect.

On Tue, Oct 31, 2023 at 8:02 AM Marina Quinonez <marina.quinonez@lacity.org> wrote:

Martha, when does LifeArk get a copy of the contract for signature? Funding is anticipated next week, a PO has to be issued soon.

Marina Quiñónez, AIA
Architectural Division | Senior Architect
Bureau of Engineering | Department of Public Works
[1149 S. Broadway St., suite 830](#)
[Los Angeles, CA 90015](#)
O: (213) 485-4378 | F: (213) 485-4836
marina.quinonez@lacity.org



On Tue, Oct 31, 2023 at 7:46 AM Martha Medina <martha.medina@lacity.org> wrote:

OK, I will send the note to Central purchasing to make them active, they might be missing some information. Let me ask them.

On Tue, Oct 31, 2023 at 7:37 AM Thelma Castellort <thelma.castellort@lacity.org> wrote:

Hi Martha,

I saw in FMs that Life Ark already has a Vendor Number. However, the Vendor Active Status is in "Inactive."

I just have to do a VCM and activate this, right?

Thank you.

Thelma B. Castellort
Architectural Division | Sr. Management Analyst I
Bureau of Engineering | Department of Public Works
[1149 S. Broadway, Suite 820](#)
[Los Angeles, CA 90015](#)
Mail Stop 295
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thelma.castellort@lacity.org

<http://eng.lacity.org/>

On Tue, Oct 31, 2023 at 7:28 AM Martha Medina <martha.medina@lacity.org> wrote:

Yes, that's it. Vendor set up?

On Tue, Oct 31, 2023 at 7:06 AM Thelma Castellort <thelma.castellort@lacity.org> wrote:

Good morning Martha,
In my VCM, I just have to attach this, right? Thanks.

Thelma B. Castellort
Architectural Division | Sr. Management Analyst I
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Mail Stop 295
O: 213 847 1696 | F: 213 847 1794
thelma.castellort@lacity.org

 <http://eng.lacity.org/> 

On Mon, Oct 30, 2023 at 8:49 AM Martha Medina <martha.medina@lacity.org> wrote:
yes, see attached.

On Mon, Oct 30, 2023 at 8:14 AM Thelma Castellort <thelma.castellort@lacity.org> wrote:

Good morning Martha,
No. I did not.
Do I have to create a VCM for this?
Please advise. Thanks.

Thelma B. Castellort
Architectural Division | Sr. Management Analyst I
Bureau of Engineering | Department of Public Works
1149 S. Broadway, Suite 820
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Mail Stop 295
O: 213 847 1696 | F: 213 847 1794
thelma.castellort@lacity.org

 <http://eng.lacity.org/> 

On Mon, Oct 30, 2023 at 8:10 AM Martha Medina <martha.medina@lacity.org> wrote:

Did you set up the vendor with Central Purchasing?

[Quoted text hidden]

--

Martha Medina, Procurement Supervisor
City of Los Angeles, GSD Supply Services Division
Martha.Medina@lacity.org
Phone: 213-928-9536

--

Martha Medina, Procurement Supervisor
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Martha.Medina@lacity.org
Phone: 213-928-9536

 **22-1545_misc_23A_PK-NR_10-31-23.pdf**
1312K

LifeArk Modular Housing Pricing Quote - Revised



Date: 9/1/2023

Bill To: City of Los Angeles

Ship To:

Pico & Midvale
Los Angeles, CA 90064

Product Model	Unit Price	Quantity	Total Price
HOUSING UNITS (33 Units)			
2x1 Ensuite	\$53,927	31	\$1,671,750
1.5x2 ADA Ensuite	\$73,227	2	\$146,453
OFFICE/COMMUNITY UNITS			
1x1 Laundry	\$33,151	3	\$99,453
2x2 Community Room	\$95,878	1	\$95,878
3x2 Office	\$133,004	1	\$133,004
2x1 Office	\$45,302	1	\$45,302
1x1 IT/Utility	\$27,628	1	\$27,628
	Products Sub-Total		\$2,219,468
	Prevailing Wage Surcharge		\$75,750
	Sales Tax*		\$110,792
	Delivery & Handling		\$26,124
	TOTAL PRICING QUOTE		\$2,432,133

TERMS: 50% deposit upon signing of contract

* **SALES TAX** under Regulation 1521.4 on 40% of sales price for factory-built housing models (excludes commercial modular units) approved by HCD.

- EXHIBITS:**
- A. INCLUSIONS/EXCLUSIONS**
 - B. PAYMENT SCHEDULE**
 - C. STANDARD TERMS AND CONDITIONS**

CD-5 PICO-MIDVALE INTERIM HOUSING PROJECT

10907-10909 W. PICO BLVD, 2377 MIDVALE AVE, LA CA 90064

ARCHITECTURAL SUMMARY:

1. SITE AREA:	16,340 SF
2. BUILDING AREA:	5,622 SF
2.1. ENSUITE UNITS	4,154 SF (31 BEDS)
2.2. ENSUITE ADA UNITS	400 SF (2 BEDS)- (33 X 5% = 1.65 REQUIRED) 2 UNITS PROVIDE
2.3. COMMUNITY ROOM	267 SF
2.4. OFFICE/SERVICES	400 SF
2.3. OFFICE	134 SF
2.4. LAUNDRY	200 SF
2.4. STORAGE	67 SF
3. NUMBER OF BEDS:	33 TOTAL
4. OCCUPANCY:	R2



CPRA-05-GSD-SUPP-000023



MODULAR HOUSING MANUFACTURER	
NAME	LIFEARK SPC
PHONE	(626) 535-9370
EMAIL	info@lifeark.net
WEB	www.lifeark.net

PLANT LOCATIONS ADDRESSES ARE LISTED ON THE COVER SHEET.



Revision Schedule		
#	Description	Date



CLIENT
 COUNCIL DISTRICT 5
 CITY OF LOS ANGELES

MODEL #
 PICO / MIDVALE
 INTERIM HOUSING
 PROJECT

SHEET TITLE
 HCD MODEL
 DESCRIPTION

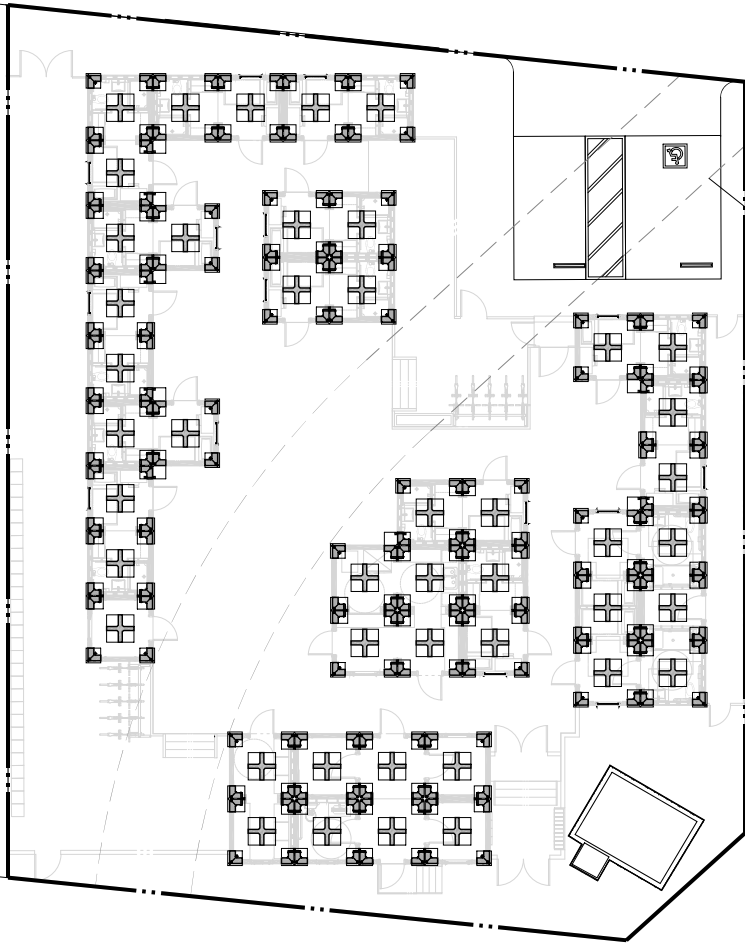
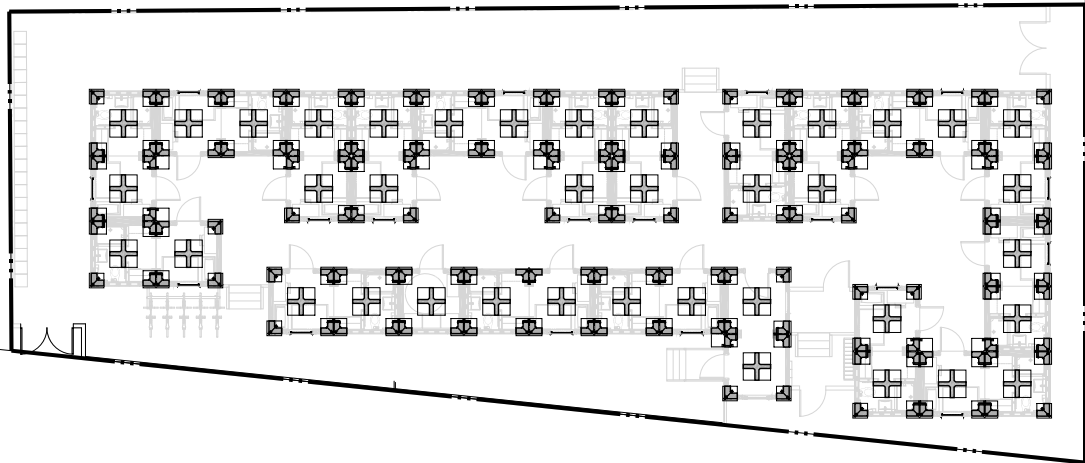
PROJECT NUMBER

DRAWN BY

CHECKED BY

DATE

SHEET NO.

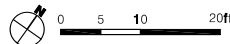


EASEMENT

Midvale Ave

W Pico Blvd

PAD FOUNDATION PLAN



CPRA-05-GSD-SUPP-000024



MODULAR HOUSING MANUFACTURER	
NAME	LIFEARK SPC
PHONE	(626) 535-9370
EMAIL	Info@lifeark.net
WEB	www.lifeark.net

PLANT LOCATIONS
ADDRESSES ARE LISTED ON THE COVER SHEET.



831 Meridian Street
Duaning, California 91010
Tel: 626.535.9370



Revision Schedule		
#	Description	Date



CLIENT
COUNCIL DISTRICT 5
CITY OF LOS ANGELES

MODEL #
PICO / MIDVALE
INTERIM HOUSING
PROJECT

SHEET TITLE
HCD MODEL
DESCRIPTION

PROJECT NUMBER

DRAWN BY

CHECKED BY

DATE

SHEET NO.

EXHIBIT "A"

LA City Council District 5 - Pico & Midvale Interim Housing Project

INCLUSIONS:

- 1 Fully fitted out LifeArk ensuite and ADA units with full private bathrooms. (ADA units with roll-in shower)
- 2 Fully fitted out admin/office unit.
- 3 Fully fitted out community building including built-in cabinets, roll-down shutters etc.
- 4 Laundry unit ready to hook up to a washer and a dryer.
- 5 Modular units are approximately 80% completed in the factory and delivered to the project site. Units come with interior finished with paint, flooring, MEP finishes, doors, and hardware. Remaining 20% to completion is work on site, including connecting the units, anchoring to foundation, site utilities hookup, and interior walls patched at connection points. Fixtures & finishes are the standard material provided by LifeArk.
- 6 Units include mechanical HVAC mini-splits, with condensers located in the set-back area.
- 7 Module staging and on/off loading at the site is included.
- 8 Module assembly on-site and final testing.
- 9 Architecture/Engineering/Design services for all Lifeark HCD models.
- 10 HCD certification, permit and inspection fees.

EXCLUSIONS:

- 1 Site work including, but not limited to, grading, paving, gates and fences, trash enclosures.
- 2 Landscaping, green walls, planters, hardscaping, irrigation and common area amenities.
- 3 Site accessories including storage bins, bike racks, lockers, mailboxes etc.
- 4 Decks, handicap lifts, railings, stairs, and ramps.
- 5 Any work related to the underground storm drain and catch basin.
- 6 Any demolition, repairs and/or improvements to the existing structures.
- 7 All city utilities including sewer, power, gas and storm drain work.
- 8 All trenching and repairs to the sidewalks.
- 9 Utility connections on site to module stub down points of connections
- 10 Final testing of all systems
- 11 Cost of land, construction financing, taxes, city fees.
- 12 All Permit costs including any costs for street use, SFFD, excludes SMP and SWPPP plans.
- 13 Architecture/Engineering/Design services for site-related (non-LifeArk units) work.
- 14 Costs of testing and inspection (non-HCD) including costs for trade permits and inspection.
- 15 Utility fees, account setup, power poles, transformers, conductors, etc. by owner.
- 16 Handling and removal of any hazardous material.
- 17 Removal of any underground obstacles not shown.
- 18 All main power connection costs to connect to the switchgear.
- 19 Low Voltage Tele/Data, WiFi.
- 20 All Owner provided FF&E.
- 21 Costs for storing, double-handling or trucking owner supplied materials.
- 22 Appliances and furniture.
- 23 Central fire alarm system, PV system, emergency generator, site lighting.
- 24 Fire truck access.
- 25 Fire hydrants or other fire department improvements.
- 26 Owner's GL Property Insurance.

EXHIBIT "B"

PAYMENT SCHEDULE

- | | | |
|--|-----|-----------------------|
| • Execution of agreement | 50% | of total compensation |
| • Delivery of first module to project site | 20% | of total compensation |
| • Delivery of last module to project site | 20% | of total compensation |
| • On-site work completion | 10% | of total compensation |

EXHIBIT “C”

LIFEARK, SPC STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions (“Terms and Conditions”) are entered into by the undersigned buyer (“Buyer”) and LifeArk, SPC (“LifeArk”). In consideration of the premises and undertakings of LifeArk herein, it is hereby agreed as follows:

1. **Sales of Goods.** Buyer may purchase from LifeArk and LifeArk may sell to Buyer from time to time certain goods and products (“goods”) pursuant to one or more purchase orders submitted by Buyer in writing, by email. Acceptance of any purchase order and sale of any goods to Buyer by LifeArk shall be conditioned upon (i) execution by Buyer of a Sales Confirmation in the form provided by LifeArk (a “Sales Confirmation”), and/or (ii) acceptance by LifeArk of Buyer Purchase Order, and (iii) Buyer’s assent to these Terms and Conditions which shall be automatically incorporated into, supplement and govern each Sales Confirmation or Purchase Order and the performance of LifeArk and Buyer thereunder. To the extent any terms set forth in a Sales Confirmation conflict with the Terms and Conditions, the conflicting terms set forth in the Sales Confirmation shall be controlling. Modifications by Buyer of any Sales Confirmation or any of these Terms and Conditions shall be without force and effect unless approved in writing by an authorized representative of LifeArk.
2. **Terms of Payment/Effect of Governmental Action.** The purchase price for goods as set forth in a Sales Confirmation shall be, unless otherwise agreed in writing, (a) F.O.B. LifeArk’s facility in Madera, California or such other shipping point as LifeArk shall designate (“shipping point”), (b) exclusive of applicable federal, state and local taxes (including sales and use taxes), excises, duties and import fees, which Buyer shall pay or reimburse to LifeArk, and (c) exclusive of freight and delivery charges and insurance, all of which Buyer shall pay. Unless otherwise provided in the Sales Confirmation, Buyer’s payment for all goods, applicable taxes and transportation costs shall be net 25 days from the date of the applicable invoice (“invoice date”). All late payments shall bear interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate allowed by law. Final payment will be due at the time of shipping or 30 days after final inspection is passed, whichever comes first.

If after the issuance by LifeArk of a Sales Confirmation a Governmental Action (as herein defined) is issued or enacted, and the effect of such Governmental Action is to require that the applicable goods include additional equipment or comply with new standards, the direct costs associated with conforming the goods to the requirements of the Governmental Action will be added to the applicable invoice and paid by Buyer. As used herein, the term “Governmental Action” means any order, decree, directive, law or regulation promulgated, issued or enacted by any legislative body or agency having jurisdiction, that pertains to the manufacture, operation or sale of any goods.

LifeArk’s acceptance of purchase orders and shipment of goods pursuant thereto shall at all times be subject to LifeArk’s approval of Buyer’s credit. Buyer agrees that it shall provide to LifeArk from time to time any and all financial information, which LifeArk reasonably requests to

establish and maintain LifeArk's credit approval. Notwithstanding anything in any agreement between the parties to the contrary, LifeArk reserves the right to (a) change Buyer's credit authorization or require different credit terms (any such change in payment terms will be based upon the standard credit underwriting criteria then in effect at LifeArk), (b) require Buyer to provide security or credit enhancements acceptable to LifeArk and/or (c) require payment in advance as a condition of accepting purchase orders or completing shipments of goods pursuant to accepted purchase orders. LifeArk shall use commercially reasonable efforts to provide Buyer with as much advance notice as practicable of any change in payment terms.

3. **Price Escalation.** In the event of a product or material cost increase or imposition of additional costs, such as adherence to prevailing wage requirements, an escalation request will be submitted in writing to the Buyer for review on a case by case basis. This measure is not intended to allow any increase in profit margin, but is solely intended to allow compensation for actual cost increases directly related to bid items.
4. **Shipment.** Delivery of goods under a Sales Confirmation shall be F.O.B. shipping point. LifeArk will make arrangements to ship the goods by common or contract carrier, with Buyer as the consignee, to such destination. LifeArk will make a good faith effort to honor Buyer's shipping instructions and ship goods on or before any stated shipping date; however, such shipping date is an estimate only and LifeArk shall not be liable for any delays in shipment and a delay in shipment shall not relieve Buyer of its obligation to accept the goods. Buyer agrees that it shall be Buyer's responsibility to ensure that the carrier delivering goods to Buyer has adequate insurance in full force and effect to cover any and all loss or damage to any goods, which may result from delivery or transport of the goods. Risk of loss and damage to goods shall pass to Buyer upon delivery of the goods by LifeArk to the carrier at the shipping point. Claims for any goods lost or damaged during shipment shall be filed by Buyer directly with the carrier, and Buyer is advised to note loss or damage to goods on the freight bill when signing for receipt.
5. **Storage.** If the Buyer is not ready to accept the delivery of ordered products within 30 days of the delivery date as originally indicated by the Buyer, then, at LifeArk's option, LifeArk may store the finished containers and a monthly storage fee will apply. The amount of this fee will be determined by LifeArk based on the size and number of ordered products to be stored, and Buyer agrees to pay such fee. If at any time LifeArk determines that it cannot store the finished ordered products, LifeArk shall give Buyer fifteen (15) days written notice that the Buyer must accept delivery of the ordered products, or make arrangements with LifeArk to have the ordered products shipped, at Buyer's expense, to another location for storage.
6. **Warranty.** LifeArk provides the following warranty to Buyer for LifeArk modular units. LifeArk warrants to Buyer that all modular units shall be free from defects in material and workmanship for a period of 12 months from the date of shipment when properly maintained and used in normal service. The parties understand and acknowledge that this Warranty excludes the following: (a) parts, components or accessories manufactured by others (LifeArk hereby assigns to Buyer any warranties in favor of LifeArk with respect to any such parts, components or accessories that are incorporated into any modular units purchased by the Buyer and which may be legally assigned by LifeArk); (b) parts that are not defective at time of delivery but which become defective by virtue of usage, including but not limited to normal wear, tear, and replacement; (c) normal maintenance; (d) products or parts that have been repaired or altered by

anyone other than LifeArk's service representatives; and (e) damage due to improper installation, installation of the modular units in an unsuitable application, damage due to misuse, negligence, mishandling, accident, mechanical abuse, or other casualty not caused by a manufacturing defect. Proper anchoring of the modular units to the Buyer-provided level concrete pad and connection to utilities are responsibilities of LifeArk. THE FOREGOING WARRANTY IS INTENDED SOLELY FOR THE BENEFIT OF BUYER AND IS NON-ASSIGNABLE AND NON-TRANSFERABLE, INCLUDING TO ANY SUBSEQUENT PURCHASERS, LESSEES, OR OTHER PARTY WHO OBTAINS THE MODULAR UNITS AND PARTS FROM BUYER OR ANY SUBSEQUENT PURCHASER. LIFEARK SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OF TITLE AND AGAINST INFRINGEMENT.

7. **BUYER'S REMEDIES.** In the event that LifeArk breaches any warranty or other material provision of these Terms and Conditions, any Sales Confirmation or any other agreement respecting the purchase or sale of goods from LifeArk (collectively, "Agreement"), and such breach is not cured within thirty (30) days of Buyer's written notice specifying the nature of the breach, Buyer's exclusive remedy shall be the repair or replacement at LifeArk's option, of any defective goods. Under no circumstances shall LifeArk be liable for any reimbursement of labor costs incurred by the Buyer whether as a result of warranty under Section 4 herein or circumstances shall the liability of LifeArk whether in contract, tort, and warranty or otherwise exceed the purchase price of the goods. Buyer must notify LifeArk in writing of any claim regarding defective or nonconforming goods (a) within ten (10) days after receipt of the goods with respect to any claim not covered by the warranty set forth in Section 4 herein, or (b) within ten (10) days after a defect is or should have been discovered with respect to any claim covered by such warranty. If Buyer fails to notify LifeArk timely of a claim, the goods shall be deemed accepted by Buyer without objection and any such claim by Buyer shall be waived. Buyer acknowledges and agrees that it will not assert a right of offset or recoupment against LifeArk or any affiliate thereof or its directors, officers or employees, or any affiliate thereof with respect to any future, present or prior sales transactions involving any new or used goods or any other obligation of LifeArk to Buyer.

The rights and remedies provided to Buyer herein shall be the SOLE and EXCLUSIVE rights and remedies of Buyer and Buyer hereby waives all other rights and remedies provided by applicable law or equity, including without limitation, INDIRECT, incidental, consequential, liquidated, punitive or any other damages. LIFEARK SHALL NOT BE LIABLE TO BUYER FOR ANY LOST PROFITS, ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR SIMILAR DAMAGES (INCLUDING LOSS OF CARGO, LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUES, COST OF CAPITAL, COST OF BUSINESS INTERRUPTION, OR ANY OTHER DAMAGES), OR ANY CLAIMS OR DEMANDS BROUGHT BY OR AGAINST BUYER, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, LIFEARK'S NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF WARRANTY. LIFEARK SHALL HAVE NO OBLIGATION TO REPLACE OR REPAIR ANY GOODS WHICH ARE LOST OR STOLEN OR DESTROYED OR DAMAGED BY FIRE OR ANY OTHER PERIL. IN NO EVENT SHALL LIFEARK'S AGGREGATE LIABILITY TO

BUYER ARISING OUT OF, RELATED TO OR IN CONNECTION WITH THE SALE OF ANY GOODS UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID TO LIFEARK BY BUYER FOR SUCH GOODS. ANY ACTION AGAINST LIFEARK MUST BE BROUGHT WITHIN EIGHTEEN (18) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. THE EXCLUSION OF INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, PUNITIVE, AND OTHER DAMAGES IS INDEPENDENT OF AND SHALL SURVIVE ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8. **LifeArk's Remedies.** In the event of a default by Buyer, or if LifeArk reasonably deems itself insecure, LifeArk may suspend all performance until all delinquencies and defaults are cured and adequate assurances of performance by Buyer are given to LifeArk. In the event that Buyer fails to cure any default or delinquency within thirty (30) days of LifeArk's written notice to Buyer thereof, LifeArk may terminate this Agreement without further obligation to Buyer or right of refund. BUYER SHALL BE LIABLE TO LIFEARK FOR AND SHALL PAY TO LIFEARK ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY LIFEARK TO COLLECT THE PURCHASE PRICE FROM BUYER OR OTHERWISE TO ENFORCE THIS AGREEMENT IN THE EVENT OF BUYER'S BREACH. In the event of a default by Buyer, LifeArk shall have all remedies available under applicable law and in equity.

9. **Indemnification.** Buyer shall hold harmless, defend and indemnify LifeArk, its principals, corporate affiliates and any employees or agents thereof (collectively "LifeArk Indemnified Party"), against all liability to third parties (other than liability solely the fault of the LifeArk Indemnified Party) from any and all claims, including but not limited to claims for violations of any statute or regulation, for personal injury, property damage, patent infringement or appropriation of proprietary technology arising out of any equipment, materials, designs or specifications furnished by Buyer.

LifeArk shall hold harmless, defend and indemnify Buyer, its principals, corporate affiliates and any employees or agents thereof (collectively "Buyer Indemnified Party"), against all liability to third parties (other than liability solely the fault of the Buyer Indemnified Party) from any and all claims, including but not limited to claims for violations of any statute or regulation, for personal injury, property damage, patent infringement or appropriation of proprietary technology arising out of any equipment, materials, designs or specifications furnished by LifeArk.

10. **Waiver/Severability.** Failure by LifeArk to insist upon strict compliance with any of the terms or conditions of any Agreement (including, without limitation, these Terms and Conditions) shall not be deemed a waiver of such terms or conditions, nor shall any waiver or relinquishment of any right or power hereunder at anyone or more times be deemed a waiver or relinquishment of such right or power at any other time or times. In case anyone or more of the provisions contained in any Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained therein shall not in any way be affected or impaired thereby.

11. **Governing Law.** The laws of the State of California shall govern any Agreement in all aspects, including execution, interpretation, performance and enforcement, without regard to principles

of conflicts of law. LIFEARK AND BUYER AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH ANY AGREEMENT, WHETHER BASED UPON CONTRACT OR OTHERWISE, SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF CALIFORNIA.

12. **Effective Date/Modification/Entire Agreement.** These Terms and Conditions shall become effective upon execution hereof as to all existing, in-process and future transactions between Buyer and LifeArk. Except as provided for herein, no modification, amendment, extension or alleged waiver of these Terms and Conditions or any Sales Confirmation will be binding on either party unless in writing and signed by the party sought to be bound. THESE TERMS AND CONDITIONS, TOGETHER WITH ANY APPLICABLE SALES CONFIRMATION, CONSTITUTE THE FINAL WRITTEN EXPRESSION OF THE PARTIES WITH RESPECT TO BUYER'S PURCHASE OF GOODS FROM LIFEARK, and this Agreement supersedes and replaces all prior agreements and understandings, written or oral. These Terms and Conditions shall be binding upon and shall inure to the benefit of LifeArk and Buyer and their respective successors, assigns and legal representatives. ANY AND ALL REPRESENTATIONS, PROMISES, WARRANTIES OR STATEMENTS MADE OR GIVEN TO BUYER THAT DIFFER IN ANY WAY FROM THE TERMS OF THESE TERMS AND CONDITIONS SHALL BE WITHOUT FORCE AND EFFECT.

By signing below, Buyer expressly agrees to the terms above.

IN WITNESS WHEREOF, these Terms and Conditions have been executed as of this

_____ day of _____, 20__.

Signed by the BUYER

Name:
Date:

Signed by LIFEARK, SPC

Name:
Date:

**GENERAL SERVICES PROVIDER STANDARD AGREEMENT
BY AND BETWEEN
THE CITY OF _____
AND

FOR
Furnish Shelter Modular Housing Units**

THIS GENERAL SERVICES PROVIDER STANDARD AGREEMENT dated _____, 2023 for reference purposes only (hereinafter the “**Agreement**”), is made and entered into by and between the City of _____, a municipal corporation and Charter city located in the County of _____, State of California, hereinafter referred to as the “**City**”, and _____, a California corporation, hereinafter referred to as “**Service Provider**.” City and Service Provider are sometimes hereinafter referred to individually as a “**Party**” and collectively referred to as the “**Parties**.”

RECITALS:

WHEREAS, the City requires the manufacture of certain modular housing units (each, a “**Module**” or collectively, “**Modules**”) by Service Provider for use in the City’s _____ project, which project will provide interim housing and related services to the City’s unhoused population (the “**Project**”); and

WHEREAS, such Modules are to be installed on the Project Site (the “**Site**”) by an independent General Contractor engaged by the City; and

WHEREAS, Service Provider is regularly engaged in the business of the off-site manufacture and fabrication of such Modules, and by virtue of its experience is qualified to provide the manufactured Modules required by the City; and

WHEREAS, in light of the facts set forth above, the City desires to retain the services Service Provider to provide, on an independent contractor basis, the manufacture of said Modules as described above and further detailed in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, including any defined terms, as though set forth fully herein.

Section 2. SCOPE OF SERVICES

Service Provider shall provide to the City those services set forth in the Scope of Services, attached hereto as **Exhibit “A”** (of which **Exhibit “A-1”** is a also a part), and incorporated as part of this Agreement by this reference.

Section 3. COMPENSATION

The City shall pay a total amount not to exceed _____ DOLLARS (_____) for the services to be rendered by Service Provider pursuant to this Agreement, subject to the provisions of Section 4 hereof.

Section 4. FEE SCHEDULE

4.1 The City shall pay Service Provider as provided in the Fee Schedule, attached hereto as **Exhibit “B”** and incorporated as part of this Agreement by this reference. The initial deposit payment shall be paid by the City within ten (10) working days from the date of execution of this Agreement. The provisions of **Exhibit “B”** notwithstanding, in order to receive such payments, Service Provider shall be required to submit to City monthly reports with milestones detailing all services performed, the progress being made on the manufacture of the Modules, and such other information as the City shall require. Provided that services have been satisfactorily rendered, invoices shall be paid by the City approximately thirty (30) working days following receipt of Service Provider’s invoice.

4.2 Any increased costs which result from failure of City to timely provide information or perform its obligations under this Agreement, or any changes made to the design, configuration or fit-out of the Modules after Service Provider’s execution of this Agreement shall result in an increase to the compensation due Service Provider under this Agreement. In the monthly reports required under Section 4.1, Service Provider will notify City of the reason why such extra costs are or will be incurred and the actual or currently estimated amount thereof and shall invoice City on account of such costs on the next invoice issued pursuant to this Agreement. City shall pay such invoice, inclusive of the extra costs in accordance with Section 4.1, above.

4.3 All Modules will be delivered to City, or its designated representative, FOB at Service Provider’s factory and shall be loaded by Service Provider’s personnel onto transportation provided by City (“**Delivery**”). Risk of loss and title to each module shall transfer to City at the time of Delivery.

Section 5. HOMEKEY PROGRAM REQUIREMENTS.

a. Service Provider has been advised and acknowledges that the Project is being funded with Homekey Program Grant Funding (the “**Program**”).

b. In the performance of this Agreement, Service Provider agrees to comply with all applicable requirements of said Program, including, but not limited to, the following:

(1) Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d

et seq.), as implemented by the U.S. Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the U.S. Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

(2) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.); and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.).

(3) State of California Prevailing Wage Law requirements (Labor Code §§ 1720 - 1861 and the regulations in Title 8 of the California Code of Regulations (8 CCR §16000 et seq.) to the extent deemed applicable.

(4) During the performance of this Agreement, Service Provider and any of its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Service Provider shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Service Provider and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the California Department of Housing and Community Development (the awarding State agency) to implement such article. Service Provider shall permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.).

(5) Service Provider shall comply with all applicable provisions of 2 CFR Part 200, including Appendix II of 2 CFR Part 200 (subdivisions (A) through (L) inclusive, which are incorporated herein by this reference). Service Provider shall not be not debarred, suspended, or otherwise on the excluded list of vendors located at www.sam.gov.

(6) It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

Section 6. TERM OF AGREEMENT

This Agreement shall be for a term of approximately One (1) year, commencing on _____, 2023 (the “**Commencement Date**”) and terminating on _____, 2024 (the “**Termination Date**”) (the “**Term**”), unless terminated earlier pursuant to Section 21 of this Agreement. From and after the Termination Date, and upon subsequent agreement by the Parties, this Agreement may continue on a month-to-month basis until terminated pursuant to Section 21 below. **The foregoing stated Term notwithstanding, Service Provider acknowledges and agrees that all Modules required under this Agreement shall be manufactured no later than _____, 2023, provided that this Agreement is executed no later than _____, 2023.**

Section 7. INDEPENDENT CONTRACTOR STATUS

Service Provider shall at all times during the Term of this Agreement, or any extension thereof, perform the services described in this Agreement as an independent contractor.

**Section 8. REPRESENTATIONS AND ACKNOWLEDGMENTS
REGARDING INDEPENDENT CONTRACTOR STATUS OF
SERVICE PROVIDER**

a. Service Provider represents and acknowledges the following:

(1) The City is not required to provide any training or legal counsel to Service Provider or its employees in order for Service Provider to perform the services described in this Agreement.

(2) Performance of the services described in this Agreement do not have to be integrated into the daily business operations of the City.

(3) The services described in this Agreement can be performed without the use of City equipment, materials, tools, or facilities, unless otherwise provided under a separate agreement.

(4) Nothing in this Agreement shall be interpreted to imply that the City must maintain any contractual relationship with Service Provider on a continuing basis after termination of this Agreement.

(5) The City will not be requested or demanded to assume any liability for the direct payment of any salary, wage, or other such compensation to any person employed by Service Provider to perform the services described in this Agreement.

(6) Service Provider shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the City.

b. The City represents and acknowledges the following:

(1) Service Provider is solely responsible for determining who, under the supervision or direction of Service Provider, will perform the services set forth in this Agreement.

(2) The City will not hire, supervise, or pay any employees or assistants working for Service Provider pursuant to this Agreement. Nothing contained in this Agreement

shall prevent the City from hiring Service Provider's employees or assistants after termination of this Agreement.

(3) Nothing in this Agreement shall be interpreted to imply that Service Provider must maintain any contractual relationship with the City on a continuing basis after termination of this Agreement.

(4) It is the sole responsibility of Service Provider to set the hours in which Service Provider performs or plans to perform the services set forth in this Agreement.

(5) Service Provider is not required to devote full time to the business operations of the City in order to perform the services set forth in this Agreement.

(6) Service Provider is not required to perform the services set forth in this Agreement at City Hall or on City-owned property.

(7) Nothing in this Agreement shall be interpreted to preclude Service Provider from working for other persons or firms, provided that such work does not create a conflict of interest.

Section 9. NOT AGENT OF THE CITY

a. Nothing contained in this Agreement shall be deemed, construed, or represented by the City or Service Provider or by any third person to create the relationship of principal and agent.

b. Service Provider shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent, nor shall Service Provider have any authority, express or implied, to bind the City to any obligation whatsoever.

Section 10. LICENSES AND PERMITS

Service Provider represents that it has obtained and will maintain at all times during the performance of this Agreement, all business licenses, including but not limited to a City of _____ business license, certifications, or permits necessary for performing the services described in this Agreement.

Section 11. WARRANTY

11.1 Service Provider warrants that each Module manufactured under this Agreement shall be reasonably free of material defects in materials and workmanship; that all mechanical systems will operate normally; and that all appliances and fixtures have been installed properly (hereinafter the "**Limited Warranty**"). The Limited Warranty is for a period of one (1) year from the date the City takes Delivery of each Module at Service Provider's factory (the "**Warranty Period**"). The Limited Warranty does not cover any problems, losses or claims arising under the circumstances set forth in the following subsections, including, without limitation, any warranties for appliances, fixtures, furnaces and air conditioning units covered by manufacturer or third-party warranties as described below.

11.2 Without in any way expanding the coverage of the Limited Warranty, in no event shall the Limited Warranty include or cover:

- i. any damage or loss resulting from accident, misuse, theft, or unauthorized modification of any Modules or other components of the Modules, unless caused by the acts or omissions of Service Provider;
- ii. any damages or loss arising from or in connection with the activities of the City or its other contractors (or their agents') work or in relation to any Module;
- iii. any problems that may arise from or in connection with any work done on a Module at any time by any person or entity other than Service Provider; or
- iv. any defect in materials or workmanship in any appliances or fixtures which come with a manufacturer's warranty, even if such defects are outside the coverage of the manufacturer's warranty or arise after the expiration of the manufacturer's warranty.

11.3 All manufacturers' warranties accompanying any appliances or fixtures installed in a Module, and any other products, will be passed through by Service Provider to City. As set forth in Subsection 11.2.iv, the Limited Warranty is not applicable to such appliances, fixtures or products and any such manufacturer's warranty constitutes City's sole and exclusive remedy for any defect in materials in workmanship in the appliance or fixture. The limitation in the foregoing sentence does not apply to the installation of any appliance or fixture in a module at Service Provider's factory.

11.4 This Limited Warranty represents the entire and only agreement regarding warranties applicable to this Agreement and any Module, and supersedes any and all prior purchase orders, writings, memos, understandings, communications, advertising, or representations between City and Service Provider. No officer, employee, individual, person, distributor, dealer, agent or third party is authorized by or on behalf of Service Provider to amend, modify, expand or increase the Limited Warranty for any purpose.

11.5 The Limited Warranty as described in this Section 11 is in lieu of all other warranties, expressed or implied. Service Provider does not make, and hereby expressly disclaims, any other implied or expressed warranties, including warranties of fitness for a particular purpose and merchantability.

11.6 Notwithstanding the disclaimer in Subsection 11.2, to the extent applicable law prohibits Service Provider from disclaiming certain implied warranties (including, but not limited to, merchantability and fitness for a particular purpose), then any claim by City under such non-disclaimable implied warranties must be made within the Warranty Period.

Section 12. FAMILIARITY WITH WORK

Should Service Provider discover any latent or unknown conditions materially differing from those inherent in the services or as represented by the City, Service Provider shall immediately inform the City of such fact and shall not provide any services, except at Service Provider's risk, until written instructions are received from the City.

Section 13. CONFLICTS OF INTEREST

Service Provider covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Service Provider's services under this Agreement. Service Provider further covenants that in the performance of services under this Agreement, no officer, employee or agent of Service Provider having such an interest shall be employed by it. In the event the City determines that Service Provider must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Service Provider shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk.

Section 14. COMPLIANCE WITH LAWS

Service Provider shall comply with all local, state, and federal laws and regulations applicable to the services to be rendered hereunder, including any rule, regulation, or bylaw governing the conduct or performance of Service Provider or its employees, officers, or board members.

Section 15. COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE

a. Service Provider shall procure and maintain at its own expense, at all times during performance of this Agreement and during the Warranty Period, commercial general liability insurance of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by Service Provider or its officers, employees, servants, volunteers, and agents and independent contractors.

b. Service Provider shall further procure and maintain, at its own expense, at all times during performance of this Agreement and during the Warranty Period, commercial vehicle liability insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) combined single limit, covering any vehicle utilized by Service Provider or its officers, employees, servants, volunteers, agents and independent contractors in performing the services required by this Agreement.

Section 16. WORKERS' COMPENSATION INSURANCE

a. Service Provider shall procure and maintain at its own expense, at all times during performance of this Agreement, and during the Warranty Period), workers' compensation insurance, providing coverage as required by the California State Workers' Compensation Law.

b. If any class of employees employed by the Service Provider pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Service Provider shall provide adequate insurance for the protection of such employees to the satisfaction of the City.

Section 17. RESERVED

Section 18. ADDITIONAL INSURED

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, all insurance policies, except for the Workers' Compensation policy, shall be endorsed to name the City and its officers, employees, servants, volunteers, agents and independent contractors, including, without limitation, the City Attorney, as Additional Insureds.

Section 19. WAIVER OF SUBROGATION RIGHTS

Service Provider shall require the carriers of all required insurance policies to waive all rights of subrogation against the City and its officers, employees, servants, volunteers, agents, and independent contractors and subcontractors. Each policy of insurance shall be endorsed to reflect such waiver.

**Section 20. PROOF OF INSURANCE COVERAGE;
REQUIRED ENDORSEMENTS**

a. Service Provider shall secure from a good and responsible company or companies authorized to transact insurance business in the State of California, the policies of insurance required by this Agreement and furnish to the City Clerk certificates of insurance evidencing the required coverage, and policy endorsements at least ten (10) business days prior to the commencement of any services to be performed under this Agreement.

b. The policies and certificates of insurance shall be endorsed to provide that in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, the City shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective. In the case of cancellation for non-payment, ten (10) days advance written notice shall be given.

c. Each policy and certificate of insurance shall be endorsed to provide that the policy shall not be terminated or expire without first providing thirty (30) days written notice to the City of such termination or expiration.

d. The commercial general liability and vehicle liability policies shall be endorsed to contain the following provision: "For any claims related to this Agreement, Service Provider's coverage shall be primary with respect to the City. Any insurance maintained by the City shall be in excess of Service Provider's insurance and shall not contribute with it."

Section 21. TERMINATION OR SUSPENSION

a. This Agreement may be terminated or suspended without cause by either Party at any time, provided that the Party initiating the termination provides the other Party at least thirty (30) days advance written notice of such termination or suspension. In the event of such termination, the City shall only be liable for payment under the payment provisions of this Agreement for satisfactory services rendered or in process and Modules and related supplies actually furnished prior to the effective date of termination.

b. This Agreement may be terminated or suspended with cause by either Party at any time, provided that the Party initiating termination provides the other Party at least ten (10) days advance written notice of such termination or suspension. In the event of such termination,

the City shall only be liable for payment under the payment provisions of this Agreement for satisfactory services rendered or in process and Modules and related supplies actually furnished prior to the effective date of termination.

Section 22. TIME OF THE ESSENCE

Time is of the essence in the performance of this Agreement.

Section 23. INDEMNIFICATION

a. Service Provider shall indemnify and hold City harmless from any and all claims, including, but not limited to, personal injury, death, and property damage claims, demands, liabilities, judgments, liens, encumbrances, damages, penalties, fines, costs and expenses, including but not limited to attorneys' fees, of any nature brought by any person including, but not limited to, Service Provider, employees or agents of Service Provider, Service Provider's other contractors, persons under Service Provider's direction, Service Provider's licensees, invitees and trespassers, and each of their sublessees, invitees, licensees and trespassers, or persons claiming by or through them, arising out of, in connection with, or relating in any manner to, the alleged actions or inactions of the Service Provider, employees or agents of Service Provider, Service Provider's other contractors, persons under Service Provider's direction, Service Provider's licensees, invitees, and trespassers in connection with this Agreement, the Site or the Project (collectively, "**Claims**"). This indemnity agreement shall apply without regard to whether City is actively or passively negligent in respect to the Claims, but shall not apply in the case of City's adjudged sole negligence or willful misconduct. Moreover, Service Provider shall provide to City a defense of any such Claims, and shall employ counsel who is satisfactory to City for that purpose. The indemnification and defense obligations hereunder shall survive Delivery of the Modules to the City at Service Provider's factory and/or termination of this Agreement.

b. The City does not and shall not waive any rights that it may have against Service Provider under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

c. City shall indemnify and hold Service Provider harmless from any and all claims, including, but not limited to, personal injury, death, and property damage claims, demands, liabilities, judgments, liens, encumbrances, damages, penalties, fines, costs and expenses, including but not limited to attorneys' fees, of any nature brought by any person including, but not limited to, City, employees or agents of City, City's other contractors, persons under City's direction, City's licensees, invitees and trespassers, and each of their sublessees, invitees, licensees and trespassers, or persons claiming by or through them, arising out of, in connection with, or relating in any manner to, the alleged actions or inactions of the City, employees or agents of City, City's other contractors, persons under City's direction, City's licensees, invitees and trespassers in connection with this Agreement, the Site or the Project (collectively, "**Claims**"). This indemnity agreement shall apply without regard to whether Service Provider is actively or passively negligent in respect to the Claims, but shall not apply in the case of Service Provider's adjudged sole negligence or willful misconduct. Moreover, City shall provide to Service Provider a defense of any such Claims, and shall employ counsel who is satisfactory to Service Provider for that purpose. The indemnification and defense obligations hereunder shall survive the delivery of the Modules to the City at Service Provider's factory and/or termination of this Agreement.

Section 24. REPORTS

In addition to the monthly progress reports required by Section 4.1, upon request by the City, Service Provider shall prepare and submit reports to the City concerning Service Provider's performance of the services required by this Agreement in such form as City and Service Provider shall reasonably agree.

Section 25. RECORDS

a. Service Provider shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the City to evaluate the cost, the performance of, and City's payments to Service Provider for such services. Such books and records shall be kept and prepared in accordance with generally accepted accounting principles.

b. The City, the State Department of Housing and Community Development, the State Department of General Services, the Bureau of State Audits, and any duly authorized federal entities as set forth in 2 CFR section 200.337, or their designated representatives, shall have full and free access to such books and records during normal business hours, including the right to inspect, copy, audit, and make records and transcripts from such records, and to allow interviews of any employees who might reasonably have information related to such records.

c. Records and supporting documents pertaining to the use of funds paid to Service Provider hereunder shall be retained by Service Provider and made available to the City for purposes of performing an audit for a period of five (5) years from the date of the last payment made under this Agreement or the termination thereof, whichever occurs later.

Section 26. RESERVED

Section 27. CONFIDENTIALITY

a. Any and all documents and information obtained from the City or prepared by Service Provider for the City shall be kept strictly confidential unless otherwise provided by applicable law. All City data, documents and information shall be returned to City upon termination of the Agreement.

b. Any drawings, specifications, reports, records, documents, or other materials prepared by Service Provider in the performance of services under this Agreement shall not be released publicly without the prior written approval of the City or as required by applicable law.

c. Service Provider shall not disclose to any other entity or person any information regarding the activities of the City, except with the prior written approval of the City or as required by applicable law.

d. Service Provider shall be deemed the author and owner of all drawings, plans and specifications (collectively, the "**Work Product**") produced under this Agreement, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of any Work Product to meet regulatory or statutory requirements or for similar purposes in connection with this Agreement is not to be construed as publication in derogation of

the reserved rights of Service Provider.

e. Upon execution of this Agreement, Service Provider grants to City a nonexclusive license to use the Work Product solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Modules, provided that City substantially performs its obligations, including prompt payment of all amounts owed when due, under this Agreement. The foregoing license permits City to authorize its other contractors, consultants, and vendors to reproduce applicable portions of the Work Product solely and exclusively for use in performing services relating to the Modules. If Service Provider terminates this Agreement in accordance with Section 21, the license granted herein shall terminate.

f. Except for the licenses granted in this Section, no other license or right shall be deemed granted or implied under this Agreement. City shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of Service Provider. Any unauthorized use of the Work Product will be at City's sole risk and without liability to Service Provider or its agents, owners, contractors or employees.

g. City agrees that Service Provider will have the unlimited right to use photographs and other images of the Modules, including following their installation by City's General Contractor at the Site, in advertising and promotional materials for the sole benefit of Service Provider, free of any royalty payments or other payment obligations to City. City agrees to grant access to the Modules and the Site to Service Provider for such purposes at a mutually agreed upon time.

Section 28. PRINCIPAL REPRESENTATIVES

a. _____ is designated as the principal representative of Service Provider for purposes of communicating with the City on any matter associated with the performance of the services set forth in this Agreement.

b. _____, or his/her designee, shall be the principal representative(s) of the City for purposes of communicating with Service Provider on any matter associated with the performance of the services set forth in this Agreement.

c. Either Party may designate another individual as its principal representative by giving written notice of such designation to the other Party.

Section 29. MODIFICATIONS AND AMENDMENTS

This Agreement may be modified or amended only by a written instrument signed by both Parties.

Section 30. ENTIRE AGREEMENT

a. This Agreement supersedes any and all prior or contemporaneous agreements, either oral or written, between the City and Service Provider with respect to the subject matter of this Agreement.

b. This Agreement contains all of the covenants and agreements between the Parties with respect to the subject matter of this Agreement, and each Party to this Agreement

acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Agreement.

c. No agreement, statement, or promise with respect to the subject matter of this Agreement, which is not contained in this Agreement, or in a valid modification or amendment to this Agreement, shall be valid or binding on either Party.

Section 31. AMBIGUITIES

This Agreement is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Agreement.

Notwithstanding the foregoing, the Parties agree that **Exhibit "A"** and **Exhibit "B"** are attached hereto for reference purposes, and to the extent there are any ambiguities, inconsistencies or conflicts between the terms of this Agreement and **Exhibit "A" or Exhibit "B"**, the terms of this Agreement shall control and nothing set forth in **Exhibit "A" or "B"** shall be deemed to supersede any of the provisions of this Agreement.

Section 32. NOTICES

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

To the City: _____

To Provider: _____

b. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

**Section 33. NON-LIABILITY OF CITY OFFICERS
AND EMPLOYEES**

No officer or employee of the City shall be personally liable to Service Provider, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to Service Provider or to its successor(s), or for any breach of any obligation of the terms of this Agreement.

Section 34. REVIEW BY ATTORNEYS

Each Party hereto has had its attorney(s) review this Agreement and all related documents. Each Party hereto has consulted with its attorney(s) and has negotiated the terms of this Agreement based on such consultation.

Section 35. WAIVER

a. No waiver shall be binding unless executed in writing by the Party making the waiver.

b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

c. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of such provision or any of the remaining provisions of this Agreement.

Section 36. ASSIGNMENT

This Agreement shall not be assigned by either Party without prior written consent of the other Party.

Section 37. CARE OF WORK

The performance of services by Service Provider or the payment of money by the City shall not relieve Service Provider from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to the City, when such incomplete, inaccurate, or defective work is due to the negligence of Service Provider.

Section 38. CAPTIONS AND HEADINGS

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

Section 39. SUCCESSORS, HEIRS, AND ASSIGNS

Except as otherwise expressly provided herein, this Agreement shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties to this Agreement and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties.

Section 40. GENDER

In this Agreement, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

Section 41. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

Section 42. GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties under this Agreement, shall be construed pursuant to and in accordance with California law.

Section 43. DEFAULT

a. Failure or delay by any Party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the Party who is otherwise claimed to be in default by the other Party commences to cure, correct, or remedy the alleged default within fifteen (15) days after receipt of written notice specifying such default and shall diligently complete such cure, correction, or remedy, such Party shall not be deemed to be in default hereunder.

b. The Party claiming that a default has occurred shall give written notice of default to the Party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured Party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

c. Any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

d. In the event that a default by any Party to this Agreement may remain uncured for more than fifteen (15) days following written notice, as provided above, the injured Party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings and/or terminating this Agreement pursuant to Subsection 21.b at the injured Party's option.

e. In the event Service Provider defaults hereunder and such default remains uncured for more than fifteen (15) days following written notice, as provided above, City may terminate this Agreement pursuant to Section 21.b, and Service Provider shall be liable to City for all costs incurred by City in completing or procuring the completion of performance in excess of the "not to exceed" amount set forth in Section 3 of this Agreement (as such may be adjusted as provided for herein).

Section 44. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

Section 45. VENUE

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in _____ County, California.

Section 46. ATTORNEYS' FEES

In the event any action, suit, or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement, or as a result of any alleged breach of any provision of this Agreement, the prevailing Party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing Party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

Section 47. EFFECTIVENESS OF AGREEMENT

This Agreement shall not be binding upon the City, until signed by the authorized representative(s) of Service Provider, approved by the City's Risk Manager, and executed by the authorized City personnel or Mayor.

Section 48. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT

a. Each of the Parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the Parties hereto.

b. The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the Parties each purports to represent.

Section 49. COUNTERPARTS

This Agreement may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of this Agreement.

[END OF THIS PAGE-SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates written below.

THE CITY OF _____

By: _____
_____, Mayor

By: _____

Dated: _____

Dated: _____

ATTEST

By: _____
_____,
City Clerk

Dated: _____

THE CITY OF _____

APPROVED AS TO STANDARD FORM:

By: _____
_____,
Risk Manager

By: _____
_____,
City Attorney

Dated: _____

Dated: _____

EXHIBIT "C"

LIFEARK, SPC STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions ("Terms and Conditions") are entered into by the undersigned buyer ("Buyer") and LifeArk, SPC ("LifeArk"). In consideration of the premises and undertakings of LifeArk herein, it is hereby agreed as follows:

1. **Sales of Goods.** Buyer may purchase from LifeArk and LifeArk may sell to Buyer from time to time certain goods and products ("goods") pursuant to one or more purchase orders submitted by Buyer in writing, by email. Acceptance of any purchase order and sale of any goods to Buyer by LifeArk shall be conditioned upon (i) execution by Buyer of a Sales Confirmation in the form provided by LifeArk (a "Sales Confirmation"), and/or (ii) acceptance by LifeArk of Buyer Purchase Order, and (iii) Buyer's assent to these Terms and Conditions which shall be automatically incorporated into, supplement and govern each Sales Confirmation or Purchase Order and the performance of LifeArk and Buyer thereunder. To the extent any terms set forth in a Sales Confirmation conflict with the Terms and Conditions, the conflicting terms set forth in the Sales Confirmation shall be controlling. Modifications by Buyer of any Sales Confirmation or any of these Terms and Conditions shall be without force and effect unless approved in writing by an authorized representative of LifeArk.
2. **Terms of Payment/Effect of Governmental Action.** The purchase price for goods as set forth in a Sales Confirmation shall be, unless otherwise agreed in writing, (a) F.O.B. LifeArk's facility in Madera, California or such other shipping point as LifeArk shall designate ("shipping point"), (b) exclusive of applicable federal, state and local taxes (including sales and use taxes), excises, duties and import fees, which Buyer shall pay or reimburse to LifeArk, and (c) exclusive of freight and delivery charges and insurance, all of which Buyer shall pay. Unless otherwise provided in the Sales Confirmation, Buyer's payment for all goods, applicable taxes and transportation costs shall be net 25 days from the date of the applicable invoice ("invoice date"). All late payments shall bear interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate allowed by law. Final payment will be due at the time of shipping or 30 days after final inspection is passed, whichever comes first.

If after the issuance by LifeArk of a Sales Confirmation a Governmental Action (as herein defined) is issued or enacted, and the effect of such Governmental Action is to require that the applicable goods include additional equipment or comply with new standards, the direct costs associated with conforming the goods to the requirements of the Governmental Action will be added to the applicable invoice and paid by Buyer. As used herein, the term "Governmental Action" means any order, decree, directive, law or regulation promulgated, issued or enacted by any legislative body or agency having jurisdiction, that pertains to the manufacture, operation or sale of any goods.

LifeArk's acceptance of purchase orders and shipment of goods pursuant thereto shall at all times be subject to LifeArk's approval of Buyer's credit. Buyer agrees that it shall provide to LifeArk from time to time any and all financial information, which LifeArk reasonably requests to

establish and maintain LifeArk's credit approval. Notwithstanding anything in any agreement between the parties to the contrary, LifeArk reserves the right to (a) change Buyer's credit authorization or require different credit terms (any such change in payment terms will be based upon the standard credit underwriting criteria then in effect at LifeArk), (b) require Buyer to provide security or credit enhancements acceptable to LifeArk and/or (c) require payment in advance as a condition of accepting purchase orders or completing shipments of goods pursuant to accepted purchase orders. LifeArk shall use commercially reasonable efforts to provide Buyer with as much advance notice as practicable of any change in payment terms.

3. **Price Escalation.** In the event of a product or material cost increase or imposition of additional costs, such as adherence to prevailing wage requirements, an escalation request will be submitted in writing to the Buyer for review on a case by case basis. This measure is not intended to allow any increase in profit margin, but is solely intended to allow compensation for actual cost increases directly related to bid items.
4. **Shipment.** Delivery of goods under a Sales Confirmation shall be F.O.B. shipping point. LifeArk will make arrangements to ship the goods by common or contract carrier, with Buyer as the consignee, to such destination. LifeArk will make a good faith effort to honor Buyer's shipping instructions and ship goods on or before any stated shipping date; however, such shipping date is an estimate only and LifeArk shall not be liable for any delays in shipment and a delay in shipment shall not relieve Buyer of its obligation to accept the goods. Buyer agrees that it shall be Buyer's responsibility to ensure that the carrier delivering goods to Buyer has adequate insurance in full force and effect to cover any and all loss or damage to any goods, which may result from delivery or transport of the goods. Risk of loss and damage to goods shall pass to Buyer upon delivery of the goods by LifeArk to the carrier at the shipping point. Claims for any goods lost or damaged during shipment shall be filed by Buyer directly with the carrier, and Buyer is advised to note loss or damage to goods on the freight bill when signing for receipt.
5. **Storage.** If the Buyer is not ready to accept the delivery of ordered products within 30 days of the delivery date as originally indicated by the Buyer, then, at LifeArk's option, LifeArk may store the finished containers and a monthly storage fee will apply. The amount of this fee will be determined by LifeArk based on the size and number of ordered products to be stored, and Buyer agrees to pay such fee. If at any time LifeArk determines that it cannot store the finished ordered products, LifeArk shall give Buyer fifteen (15) days written notice that the Buyer must accept delivery of the ordered products, or make arrangements with LifeArk to have the ordered products shipped, at Buyer's expense, to another location for storage.
6. **Warranty.** LifeArk provides the following warranty to Buyer for LifeArk modular units. LifeArk warrants to Buyer that all modular units shall be free from defects in material and workmanship for a period of 12 months from the date of shipment when properly maintained and used in normal service. The parties understand and acknowledge that this Warranty excludes the following: (a) parts, components or accessories manufactured by others (LifeArk hereby assigns to Buyer any warranties in favor of LifeArk with respect to any such parts, components or accessories that are incorporated into any modular units purchased by the Buyer and which may be legally assigned by LifeArk); (b) parts that are not defective at time of delivery but which become defective by virtue of usage, including but not limited to normal wear, tear, and replacement; (c) normal maintenance; (d) products or parts that have been repaired or altered by

anyone other than LifeArk's service representatives; and (e) damage due to improper installation, installation of the modular units in an unsuitable application, damage due to misuse, negligence, mishandling, accident, mechanical abuse, or other casualty not caused by a manufacturing defect. Proper anchoring of the modular units to the Buyer-provided level concrete pad and connection to utilities are responsibilities of LifeArk. THE FOREGOING WARRANTY IS INTENDED SOLELY FOR THE BENEFIT OF BUYER AND IS NON-ASSIGNABLE AND NON-TRANSFERABLE, INCLUDING TO ANY SUBSEQUENT PURCHASERS, LESSEES, OR OTHER PARTY WHO OBTAINS THE MODULAR UNITS AND PARTS FROM BUYER OR ANY SUBSEQUENT PURCHASER. LIFEARK SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OF TITLE AND AGAINST INFRINGEMENT.

7. **BUYER'S REMEDIES.** In the event that LifeArk breaches any warranty or other material provision of these Terms and Conditions, any Sales Confirmation or any other agreement respecting the purchase or sale of goods from LifeArk (collectively, "Agreement"), and such breach is not cured within thirty (30) days of Buyer's written notice specifying the nature of the breach, Buyer's exclusive remedy shall be the repair or replacement at LifeArk's option, of any defective goods. Under no circumstances shall LifeArk be liable for any reimbursement of labor costs incurred by the Buyer whether as a result of warranty under Section 4 herein or circumstances shall the liability of LifeArk whether in contract, tort, and warranty or otherwise exceed the purchase price of the goods. Buyer must notify LifeArk in writing of any claim regarding defective or nonconforming goods (a) within ten (10) days after receipt of the goods with respect to any claim not covered by the warranty set forth in Section 4 herein, or (b) within ten (10) days after a defect is or should have been discovered with respect to any claim covered by such warranty. If Buyer fails to notify LifeArk timely of a claim, the goods shall be deemed accepted by Buyer without objection and any such claim by Buyer shall be waived. Buyer acknowledges and agrees that it will not assert a right of offset or recoupment against LifeArk or any affiliate thereof or its directors, officers or employees, or any affiliate thereof with respect to any future, present or prior sales transactions involving any new or used goods or any other obligation of LifeArk to Buyer.

The rights and remedies provided to Buyer herein shall be the SOLE and EXCLUSIVE rights and remedies of Buyer and Buyer hereby waives all other rights and remedies provided by applicable law or equity, including without limitation, INDIRECT, incidental, consequential, liquidated, punitive or any other damages. LIFEARK SHALL NOT BE LIABLE TO BUYER FOR ANY LOST PROFITS, ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR SIMILAR DAMAGES (INCLUDING LOSS OF CARGO, LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUES, COST OF CAPITAL, COST OF BUSINESS INTERRUPTION, OR ANY OTHER DAMAGES), OR ANY CLAIMS OR DEMANDS BROUGHT BY OR AGAINST BUYER, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, LIFEARK'S NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF WARRANTY. LIFEARK SHALL HAVE NO OBLIGATION TO REPLACE OR REPAIR ANY GOODS WHICH ARE LOST OR STOLEN OR DESTROYED OR DAMAGED BY FIRE OR ANY OTHER PERIL. IN NO EVENT SHALL LIFEARK'S AGGREGATE LIABILITY TO

BUYER ARISING OUT OF, RELATED TO OR IN CONNECTION WITH THE SALE OF ANY GOODS UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID TO LIFEARK BY BUYER FOR SUCH GOODS. ANY ACTION AGAINST LIFEARK MUST BE BROUGHT WITHIN EIGHTEEN (18) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. THE EXCLUSION OF INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, PUNITIVE, AND OTHER DAMAGES IS INDEPENDENT OF AND SHALL SURVIVE ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8. **LifeArk's Remedies.** In the event of a default by Buyer, or if LifeArk reasonably deems itself insecure, LifeArk may suspend all performance until all delinquencies and defaults are cured and adequate assurances of performance by Buyer are given to LifeArk. In the event that Buyer fails to cure any default or delinquency within thirty (30) days of LifeArk's written notice to Buyer thereof, LifeArk may terminate this Agreement without further obligation to Buyer or right of refund. BUYER SHALL BE LIABLE TO LIFEARK FOR AND SHALL PAY TO LIFEARK ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY LIFEARK TO COLLECT THE PURCHASE PRICE FROM BUYER OR OTHERWISE TO ENFORCE THIS AGREEMENT IN THE EVENT OF BUYER'S BREACH. In the event of a default by Buyer, LifeArk shall have all remedies available under applicable law and in equity.

9. **Indemnification.** Buyer shall hold harmless, defend and indemnify LifeArk, its principals, corporate affiliates and any employees or agents thereof (collectively "LifeArk Indemnified Party"), against all liability to third parties (other than liability solely the fault of the LifeArk Indemnified Party) from any and all claims, including but not limited to claims for violations of any statute or regulation, for personal injury, property damage, patent infringement or appropriation of proprietary technology arising out of any equipment, materials, designs or specifications furnished by Buyer.

LifeArk shall hold harmless, defend and indemnify Buyer, its principals, corporate affiliates and any employees or agents thereof (collectively "Buyer Indemnified Party"), against all liability to third parties (other than liability solely the fault of the Buyer Indemnified Party) from any and all claims, including but not limited to claims for violations of any statute or regulation, for personal injury, property damage, patent infringement or appropriation of proprietary technology arising out of any equipment, materials, designs or specifications furnished by LifeArk.

10. **Waiver/Severability.** Failure by LifeArk to insist upon strict compliance with any of the terms or conditions of any Agreement (including, without limitation, these Terms and Conditions) shall not be deemed a waiver of such terms or conditions, nor shall any waiver or relinquishment of any right or power hereunder at anyone or more times be deemed a waiver or relinquishment of such right or power at any other time or times. In case anyone or more of the provisions contained in any Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained therein shall not in any way be affected or impaired thereby.

11. **Governing Law.** The laws of the State of California shall govern any Agreement in all aspects, including execution, interpretation, performance and enforcement, without regard to principles

of conflicts of law. LIFEARK AND BUYER AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH ANY AGREEMENT, WHETHER BASED UPON CONTRACT OR OTHERWISE, SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF CALIFORNIA.

12. **Effective Date/Modification/Entire Agreement.** These Terms and Conditions shall become effective upon execution hereof as to all existing, in-process and future transactions between Buyer and LifeArk. Except as provided for herein, no modification, amendment, extension or alleged waiver of these Terms and Conditions or any Sales Confirmation will be binding on either party unless in writing and signed by the party sought to be bound. THESE TERMS AND CONDITIONS, TOGETHER WITH ANY APPLICABLE SALES CONFIRMATION, CONSTITUTE THE FINAL WRITTEN EXPRESSION OF THE PARTIES WITH RESPECT TO BUYER'S PURCHASE OF GOODS FROM LIFEARK, and this Agreement supersedes and replaces all prior agreements and understandings, written or oral. These Terms and Conditions shall be binding upon and shall inure to the benefit of LifeArk and Buyer and their respective successors, assigns and legal representatives. ANY AND ALL REPRESENTATIONS, PROMISES, WARRANTIES OR STATEMENTS MADE OR GIVEN TO BUYER THAT DIFFER IN ANY WAY FROM THE TERMS OF THESE TERMS AND CONDITIONS SHALL BE WITHOUT FORCE AND EFFECT.

By signing below, Buyer expressly agrees to the terms above.

IN WITNESS WHEREOF, these Terms and Conditions have been executed as of this

_____ day of _____, 20__.

Signed by the BUYER

Name:

Date:

Signed by LIFEARK, SPC

Name:

Date:

EXHIBIT "B"

PAYMENT SCHEDULE

- | | | |
|--|-----|-----------------------|
| • Execution of agreement | 50% | of total compensation |
| • Delivery of first module to project site | 20% | of total compensation |
| • Delivery of last module to project site | 20% | of total compensation |
| • On-site work completion | 10% | of total compensation |