

Hydee Feldstein Soto, City Attorney (SBN 106866X)
Valerie L. Flores, Chief Deputy City Attorney (SBN 138572)
John W. Heath, Sr. Asst. City Attorney (SBN 194215)
Robert M. Mahlowitz, Deputy City Attorney (SBN 160125)
Los Angeles City Attorney's Office
200 North Main Street, 701 City Hall East
Los Angeles, California 90012
Tel: 213.978.8205
Fax: 213.978.8090
E-Mail: robert.mahlowitz@lacity.org
Attorneys for Respondent, City of Los Angeles

No Fee ~ Gov't Code § 6103

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

Fix the City, Inc., a California Nonprofit
Corporation,

Petitioner,

vs.

City of Los Angeles, a Municipal
Corporation; The City of Los Angeles
City Council; and Does 1 through 10,
inclusive,

Respondent.

Case No.: 23STCP04410

Honorable James C. Chalfant
Department 85

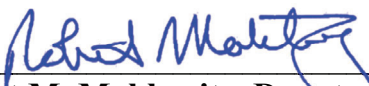
**Declaration of Charles Wee, LifeArk
CEO**

Date: November 14, 2024
Dept. 85
9:30 a.m.

Respondents City and City Council of Los Angeles (“City”) submit the following
Declaration of Charles Wee and attachments thereto in support of the City’s trial brief.

Dated: October 7, 2024

Hydee Feldstein Soto, City Attorney
Valerie Flores, Chief Dep. City Attorney
John W. Heath, Sr. Asst. City Attorney

By: 
Robert M. Mahlowitz, Deputy City Attorney
Attorney for Respondent, CITY OF LOS ANGELES

1 **DECLARATION OF CHARLES WEE**

2 I, Charles Wee, declare as follows:

3 1. I am the Chief Executive Officer for LifeArk, SPC. I submit this declaration in
4 support of the City of Los Angeles’ trial brief filed in the case of *Fix the City. v. City of Los*
5 *Angeles*, Los Angeles Superior Court Case No. 23STCP04410. (“Fix the City Action”). The
6 facts stated herein are personally known to me, and if called as a witness I would competently
7 testify to them.

8 2. **My Role at LifeArk.** I am the Chief Executive Officer for LifeArk. I was one of
9 the people who formed LifeArk in 2017. I hold a bachelor’s degree and masters in architecture
10 from UCLA and have 35 years of experience working in the field of architecture and urban
11 planning. I have worked to pioneer the design and development of innovative, environmentally
12 friendly, cost-effective, highly configurable, and liveable systems that can be implemented
13 quickly to shelter people experiencing homelessness. To further this work I formed LifeArk in
14 2017 to implement this type of unique system. I am the inventor of the LifeArk proprietary and
15 patented system of modular dwelling and operational units. LifeArk’s projects utilize U.S. and
16 international patents, which I hold, detailed below in paragraph 4. This includes LifeArk’s
17 work to create the City of Los Angeles low barrier navigation center/tiny home village located
18 on City of Los Angeles parking Lot 707 at the intersections of Pico Blvd and Midvale Avenue
19 in Los Angeles. (“Midvale Project”). I am directly involved in all aspects of LifeArk’s work
20 including working with the people we contract with to design and fabricate our projects. This
21 includes LifeArk’s work on the Midvale Project for which I participated in all stages and
22 aspects of contracting, design, and fabrication.

23 3. **Professional Background.** In addition to my work with LifeArk, I currently
24 serve as president of GDS Architects. My professional experience includes large-scale mixed-
25 use developments, hotels, high-rise residential and office buildings, and transportation projects
26 throughout the United States, Asia, and other parts of the world. Previously, I worked for the
27 internationally recognized architecture and design firm DMJM Design, a part of AECOM. My
28 projects through GDS include some of the largest and tallest highrise residential projects in

1 Korea, including the Posco Central Star Mixed Use Project, AID Sea Colony, and the recently
2 completed Posco Centum Star Towers.

3 4. **Patents.** Attached at **Exhibit A** are true and correct copies of the first page of the
4 following seven U.S. Patents I hold and own: 10,464,636 B2; 10,883,264 B1; 11,396,350 B2;
5 D853,584 S; D853,585 S; D868,292 S; and D1,015,571 S. LifeArk utilized all of these U.S.
6 Patents in the design and fabrication of the Midvale Project dwelling and program units for the
7 City of Los Angeles. Exhibit A also includes is a true and correct copy of the Patents page of
8 the LifeArk website, which identifies additional U.S. patents and patents from six other nations
9 which LifeArk will utilize for other projects. This webpage can be found at
10 <https://lifeark.net/patents>.

11 5. **LifeArk's Modular System is Unique.** Relying on my U.S. patents, LifeArk has
12 designed a unique system of modular units that can be used as dwelling units and as program
13 operational space and which were used to create the Midvale Project. To date, all of LifeArk's
14 projects have been in California. Each of our projects requires specific designs for dwelling
15 and program units to meet site and program requirements. Our modular units, including those
16 already fabricated for the Midvale Project, are not off-the-shelf products waiting for a buyer.
17 LifeArk provides a one-of-a-kind modular housing product using my patented design of a
18 molded composite plastic structure. LifeArk obtains full certification from the International
19 Association of Plumbing & Mechanical Officials ("IAPMO") and California Department of
20 Housing and Community Development ("HCD") with full fire and life safety components
21 built-in for all of its modules when fabricated which allows these modular units to be placed
22 next to each other without the need for separation, depending on the site design and local
23 codes, necessary for other shelter solutions, allowing more people to be sheltered at each
24 project location compared to other existing options. LifeArk imports from Malaysia the resin
25 used in its modular units that are compounded using up to 30 percent post consumer recycled
26 material. That resin is sent to LifeArk's rotational molding contractor in Madera, California,
27 which employs a sophisticated technical plastics technology to fabricate each modular unit that
28 LifeArk uniquely designs for each project. Once fabricated, the components of each modular

1 unit are shipped to LifeArk’s factory in Covina, California, where LifeArk assembles them into
2 the specific modular units LifeArk has designed. LifeArk obtains certification of the units from
3 HCD for full fire and life safety compliance. LifeArk then works with contractors and oversees
4 the installation of the modular units at a project site in a manner that also relies on my U.S.
5 patents. Altogether, that is LifeArk’s unique patented service and product. (“Patented LifeArk
6 System.”)

7 6. **The Midvale Contract.** Attached in **Exhibit B** is an accurate copy of the Annual
8 Requirements Contract issued by the City of Los Angeles, pursuant to which the City
9 contracted with LifeArk to purchase prefabricated, modular factory-built housing and program
10 components, including design and fabrication, for the Midvale Project. The total stated
11 purchase price is \$2,532,191.23. The contract called for the City to pay LifeArk 50 percent
12 upfront, and the City has already paid LifeArk \$1,266,095.63, with the remaining 50 percent
13 due when LifeArk is allowed to install the Midvale Project units. The units are all finished and
14 certified by HCD; installation was scheduled for the first week of October but has been
15 delayed by an injunction stopping project construction work on September 4, 2024 which was
16 lifted on September 25, 2024. Because LifeArk is a relatively new and small company and has
17 already covered the costs of design, regulatory approval, and full fabrication of the Midvale
18 Project components, this delay is presenting a significant financial burden for LifeArk.

19 7. **Midvale Project Design and Fabrication.** The Midvale Project presented
20 significant unique design challenges. For this project, LifeArk retained the services of
21 structural, mechanical, electrical, plumbing, and fire sprinkler engineers, as well as a certified
22 access specialist (CASP) consultant and third-party HCD design and quality assurance
23 consultants, all necessary to uniquely design and fabricate the project’s modular dwelling and
24 program units. Lot 707, where the Midvale Project is located, is spread across two parcels with
25 an alley separating them. This meant that the design had to create a single project that works
26 across two lots that do not connect. The City required the surface of Lot 707 to remain
27 undisturbed to the greatest extent possible so it can return to parking uses when the need for
28 the transitional shelter ends. Additionally, storm drains under Lot 707 are near the surface,

1 making underground trenching at the site difficult or impossible. Fortunately, the LifeArk
2 Patented System's modular units are raised 22 inches above the ground creating a crawl space
3 above the grade, allowing horizontal utility runs for such things as pipes connecting to a single
4 sewer connection and electrical systems, allowing for minimum disturbance to the surface of
5 Lot 707. This is a unique feature the LifeArk Patented System provides. Additionally, the
6 LifeArk Patented System allows for full IAPMO and HCD certification with fire and life safety
7 components built into each modular unit, which allows the units to be placed next to each other
8 without the need for separation necessary for other shelter solutions currently used to create
9 low-barrier navigation centers to shelter homeless people in Southern California. This allows
10 the Midvale Project created by LifeArk to house more people at one time compared to what
11 would be possible with any other system. The modular dwelling units will each have an en
12 suite bathroom and shower and be air conditioned and heated.

13 8. ***Midvale Project Contract Completion.*** LifeArk has completed all factory
14 assembly work needed for the Midvale Project. All of the modular units have been fully
15 constructed and are ready for installation. The Midvale Project dwelling and program units
16 were uniquely designed to fit into a configuration on Lot 707 for the purposes requested by the
17 City. They have no utility for any other purpose and **cannot be used elsewhere.** Installation
18 work represents the only remaining contract work.

19 I declare under penalty of perjury under the laws of the state of California that the
20 foregoing is true and correct. Executed this 1st day of October 2024, at Los Angeles,
21 California.

22
23 

24 Charles Wee

Wee Decl., Exh. A

Wee Decl., Exh. A



US010464636B2

(12) **United States Patent**
Wee

(10) **Patent No.:** **US 10,464,636 B2**
(45) **Date of Patent:** **Nov. 5, 2019**

(54) **WATER AND LAND-BASED MODULAR SYSTEM FOR ENVIRONMENTALLY VERSATILE HOUSING, SHELTER AND COMMERCIAL USE**

21/50 (2013.01); B63B 2035/4426 (2013.01); E04B 2001/34884 (2013.01)

(71) Applicant: **Charles I. Wee**, Glendale, CA (US)

(72) Inventor: **Charles I. Wee**, Glendale, CA (US)

(*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 19 days.

(58) **Field of Classification Search**
CPC B63B 2035/4426; B63B 3/02; B63B 3/04; B63B 3/06; B63B 3/08; B63B 17/02; B63B 29/025; B63B 35/38; E04B 1/343; E04B 1/34315; E04B 1/34321; E04B 1/34326; E04B 1/34331; E04B 1/34357; E04B 1/34384; E04B 2001/34389
USPC 52/79.5
See application file for complete search history.

(21) Appl. No.: **15/426,981**

(22) Filed: **Feb. 7, 2017**

(65) **Prior Publication Data**
US 2017/0145706 A1 May 25, 2017

Related U.S. Application Data

(63) Continuation-in-part of application No. 15/046,382, filed on Feb. 17, 2016.

(Continued)

(51) **Int. Cl.**
B63B 3/08 (2006.01)
E04H 1/00 (2006.01)
E04H 15/00 (2006.01)
B63B 29/02 (2006.01)
B63B 35/38 (2006.01)
E04B 1/348 (2006.01)
B63B 21/50 (2006.01)

(Continued)

(52) **U.S. Cl.**
CPC **B63B 3/08** (2013.01); **B63B 17/02** (2013.01); **B63B 29/025** (2013.01); **B63B 35/38** (2013.01); **E04B 1/34861** (2013.01); **E04H 1/005** (2013.01); **E04H 1/12** (2013.01); **E04H 1/1205** (2013.01); **E04H 9/145** (2013.01); **E04H 15/008** (2013.01); **B63B**

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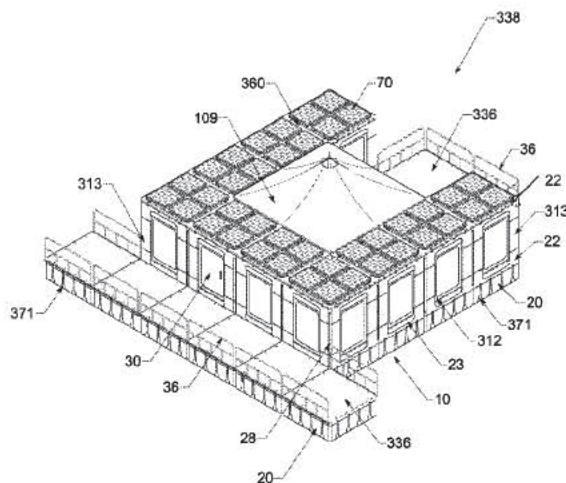
(Continued)

Primary Examiner — Ajay Vasudeva
(74) *Attorney, Agent, or Firm* — Intellectual Property Law Group LLP

(57) **ABSTRACT**

A sustainable floating and land application community based on a mass-produced modular, pre-fabricated kit of parts referred to as floating modular units (FMU) or land module units (LMU). Both modular units are designed to allow for various needs while remaining simple to deliver and assemble by hand in remote destinations prone to volatile shifts in water levels and currents. Both floating and land module units can be erected for use on land and bodies of water.

19 Claims, 29 Drawing Sheets





US011396350B2

(12) **United States Patent**
Wee

(10) **Patent No.:** **US 11,396,350 B2**
(45) **Date of Patent:** ***Jul. 26, 2022**

(54) **WATER AND LAND-BASED MODULAR SYSTEM FOR ENVIRONMENTALLY VERSATILE HOUSING, SHELTER AND COMMERCIAL USE**

29/025; B63B 35/38; B63B 35/44; B63B 2035/4426; B63B 2035/4453; Y02A 10/30; Y02A 30/00; Y02A 50/00; E04B 1/343; E04B 1/34315; E04B 1/34321; E04B 1/34326; E04B 1/34331; E04B 1/34357; E04B 1/34384; E04B 2001/34389;

(71) Applicant: **Charles I. Wee**, Glendale, CA (US)

(72) Inventor: **Charles I. Wee**, Glendale, CA (US)

(*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 103 days.

This patent is subject to a terminal disclaimer.

(21) Appl. No.: **16/671,040**

(22) Filed: **Oct. 31, 2019**

(65) **Prior Publication Data**

US 2020/0062346 A1 Feb. 27, 2020

Related U.S. Application Data

(63) Continuation of application No. 15/426,981, filed on Feb. 7, 2017, now Pat. No. 10,464,636, which is a (Continued)

(51) **Int. Cl.**

B63B 35/44 (2006.01)
B63B 35/38 (2006.01)

(Continued)

(52) **U.S. Cl.**

CPC **B63B 35/44** (2013.01); **B63B 3/08** (2013.01); **B63B 17/02** (2013.01); **B63B 29/025** (2013.01);

(Continued)

(58) **Field of Classification Search**

CPC B63B 3/02; B63B 3/04; B63B 3/06; B63B 3/08; B63B 17/02; B63B 21/50; B63B

(56) **References Cited**

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RE25,827 E * 8/1965 Bigelow, Jr. E04B 1/34336 206/386

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FR 2621004 A1 3/1989

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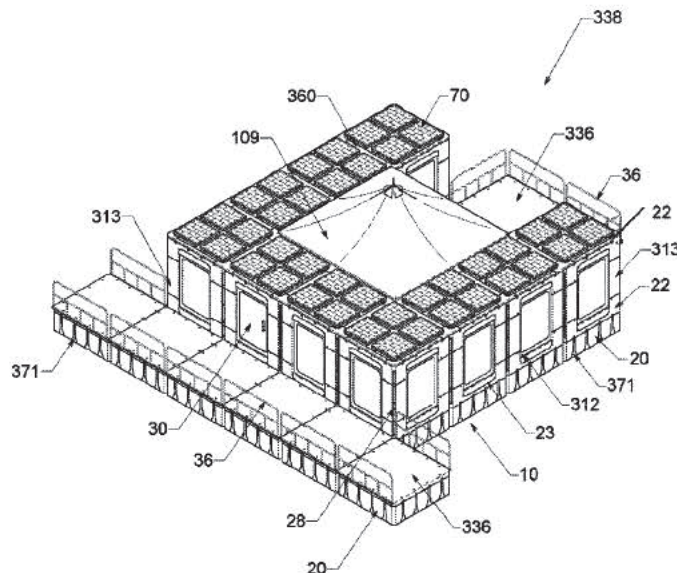
Primary Examiner — Ajay Vasudeva

(74) *Attorney, Agent, or Firm* — Intellectual Property Law Group LLP

(57) **ABSTRACT**

A sustainable floating and land application community based on a mass-produced modular, pre-fabricated kit of parts referred to as floating modular units (FMU) or land module units (LMU). Both modular units are designed to allow for various needs while remaining simple to deliver and assemble by hand in remote destinations prone to volatile shifts in water levels and currents. Both floating and land module units can be erected for use on land and bodies of water.

20 Claims, 29 Drawing Sheets





US00D853584S

(12) **United States Design Patent**
Wee

(10) **Patent No.:** **US D853,584 S**

(45) **Date of Patent:** **** Jul. 9, 2019**

(54) **MODULAR HOUSING STRUCTURE**

(71) Applicant: **Charles I. Wee**, Glendale, CA (US)

(72) Inventor: **Charles I. Wee**, Glendale, CA (US)

(**) Term: **15 Years**

(21) Appl. No.: **29/630,904**

(22) Filed: **Dec. 22, 2017**

(51) **LOC (11) CL.** **25-03**

(52) **U.S. CL.**
USPC **D25/4**

(58) **Field of Classification Search**
USPC D25/1, 3-35, 55-59, 61; 52/79.1-79.9;
D12/101-106; 114/263
CPC E04H 1/00-1277; E04H 1/14; E04H
3/00-04; E04H 2001/1283-1294; E04H
9/145; E04B 1/34823; E04B 1/3483;
E04B 1/3444; E04B 1/3431; E04B 1/343;
E04B 1/34869; E04B 1/34321
See application file for complete search history.

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Primary Examiner — Brett Miller

(74) *Attorney, Agent, or Firm* — Intellectual Property Law Group LLP

(57) **CLAIM**

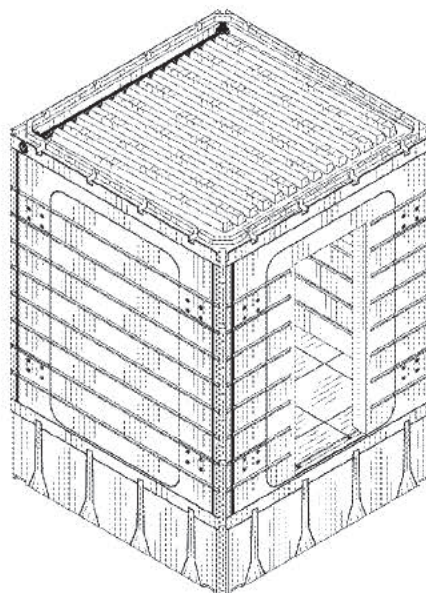
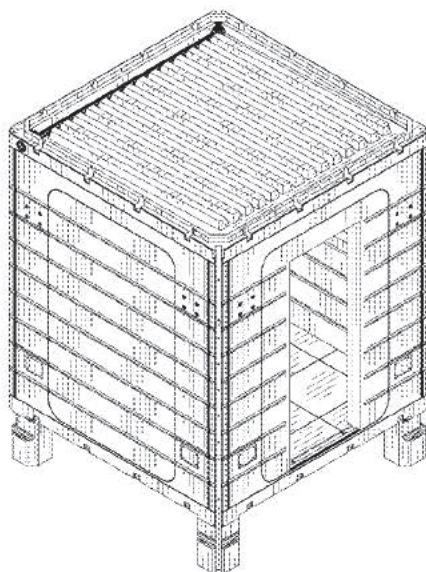
The ornamental design for a modular housing structure, as shown and described.

DESCRIPTION

FIG. 1 is a top, front perspective view of a first embodiment of a modular housing structure, embodying my new design; FIG. 2 is a front elevational view thereof; FIG. 3 is a rear elevational view thereof; FIG. 4 is a right side elevational view thereof; FIG. 5 is a left side elevational view thereof; FIG. 6 is a top plan view thereof; FIG. 7 is a bottom plan view thereof; FIG. 8 is a top, front perspective view of a second embodiment of a modular housing structure, embodying my new design; FIG. 9 is a front elevational view thereof; FIG. 10 is a rear elevational view thereof; FIG. 11 is a right side elevational view thereof; FIG. 12 is a left side elevational view thereof; FIG. 13 is a top plan view thereof; and, FIG. 14 is a bottom plan view thereof.

The broken lines depict portions of the modular housing unit that form no part of the claimed design.

1 Claim, 7 Drawing Sheets





US010883264B1

(12) **United States Patent**
Wee

(10) **Patent No.:** **US 10,883,264 B1**
(45) **Date of Patent:** **Jan. 5, 2021**

- (54) **MOLDED MULTI-PART POLYMER STRUCTURAL PLASTIC BUILDING ASSEMBLY SYSTEM FOR LAND AND WATER**
- (71) Applicant: **Charles I. Wee**, Glendale, CA (US)
- (72) Inventor: **Charles I. Wee**, Glendale, CA (US)
- (*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 0 days.

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					52/274

- (21) Appl. No.: **16/550,123**
- (22) Filed: **Aug. 23, 2019**

- (51) **Int. Cl.**
E04B 1/34 (2006.01)
E04B 1/348 (2006.01)
E04B 1/76 (2006.01)
E04C 2/296 (2006.01)
E04H 1/12 (2006.01)
E04B 1/41 (2006.01)
E04B 1/94 (2006.01)

- (52) **U.S. Cl.**
CPC *E04B 1/34846* (2013.01); *E04B 1/7604* (2013.01); *E04C 2/296* (2013.01); *E04H 1/1205* (2013.01); *E04B 1/40* (2013.01); *E04B 1/947* (2013.01); *E04B 2001/34876* (2013.01); *E04B 2103/04* (2013.01)

- (58) **Field of Classification Search**
CPC E04B 1/34846; E04B 1/7604; E04B 2001/34876; E04B 2103/04; E04B 1/40; E04B 1/947; E04C 2/296; E04H 1/1205
See application file for complete search history.

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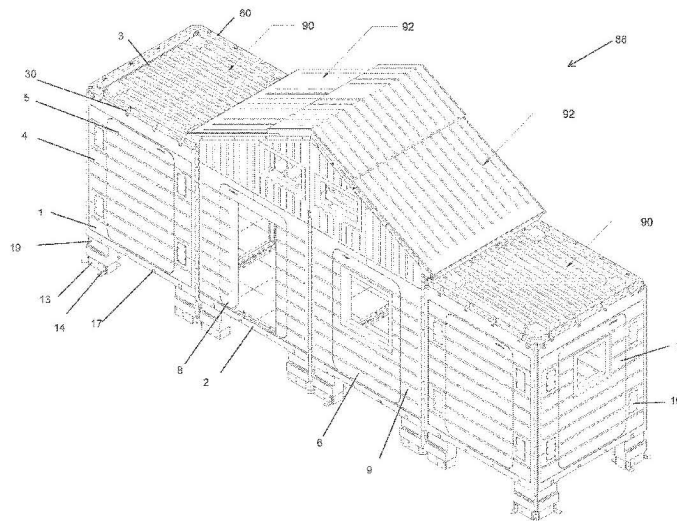
Primary Examiner — Adriana Figueroa

(74) *Attorney, Agent, or Firm* — Intellectual Property Law Group LLP

(57) **ABSTRACT**

A building assembly system that comprises thermoformed high density polyethylene molded components filled with high density polyurethane foam. The molded components are configured in a cube or triangle form and secured against a steel frame to provide a habitable constructed unit. The composition of the high density polyethylene molded components filled with high density polyurethane foam in combination with its connection with a steel frame meets standards for the American Society for Testing and Materials for a habitable structure used by humans. The habitable structure can be used on land or water.

9 Claims, 51 Drawing Sheets





US00D853585S

(12) **United States Design Patent**
Wee

(10) **Patent No.:** **US D853,585 S**

(45) **Date of Patent:** **** Jul. 9, 2019**

(54) **MODULAR HOUSING STRUCTURE**

(71) Applicant: **Charles I. Wee**, Glendale, CA (US)

(72) Inventor: **Charles I. Wee**, Glendale, CA (US)

(**) Term: **15 Years**

(21) Appl. No.: **29/630,905**

(22) Filed: **Dec. 22, 2017**

(51) **LOC (11) Cl.** **25-03**

(52) **U.S. Cl.**

USPC **D25/4; D25/22**

(58) **Field of Classification Search**

USPC D25/1, 3-35, 55-59, 61; 52/79.1-79.9;
D12/101-106; 114/263

CPC E04H 1/00-1277; E04H 1/14; E04H
3/00-04; E04H 2001/1283-1294; E04H
9/145; E04B 1/34823; E04B 1/3483;
E04B 1/3444; E04B 1/3431; E04B 1/343;
E04B 1/34869; E04B 1/34321

See application file for complete search history.

(56) **References Cited**

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					114/263
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Primary Examiner — Brett Miller

(74) *Attorney, Agent, or Firm* — Intellectual Property Law Group LLP

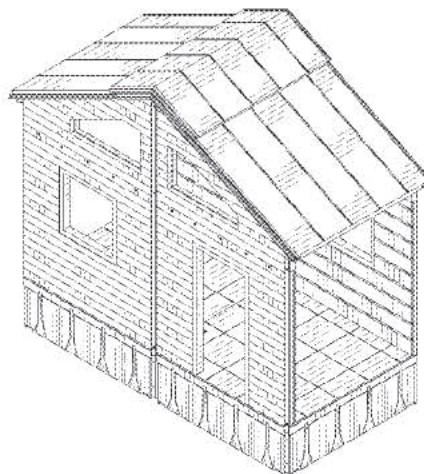
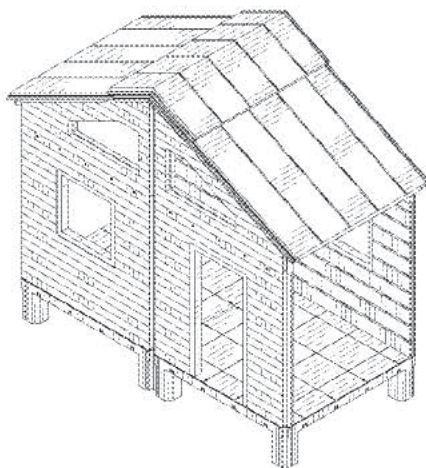
(57) **CLAIM**

The ornamental design for a modular housing structure, as shown and described.

DESCRIPTION

FIG. 1 is a top, front perspective view of a first embodiment of a modular housing structure, embodying my new design; FIG. 2 is a front elevational view thereof; FIG. 3 is a rear elevational view thereof; FIG. 4 is a right side elevational view thereof; FIG. 5 is a left side elevational view thereof; FIG. 6 is a top plan view thereof; FIG. 7 is a bottom plan view thereof; FIG. 8 is a top, front perspective view of a second embodiment of a modular housing structure, embodying my new design; FIG. 9 is a front elevational view thereof; FIG. 10 is a rear elevational view thereof; FIG. 11 is a right side elevational view thereof; FIG. 12 is a left side elevational view thereof; FIG. 13 is a top plan view thereof; and, FIG. 14 is a bottom plan view thereof. The broken lines depict portions of the modular housing unit that form no part of the claimed design.

1 Claim, 7 Drawing Sheets





US00D868292S

(12) **United States Design Patent** (10) **Patent No.:** **US D868,292 S**
Wee (45) **Date of Patent:** **** Nov. 26, 2019**

(54) **MODULAR HOUSING STRUCTURE**
(71) Applicant: **Charles I. Wee**, Glendale, CA (US)
(72) Inventor: **Charles I. Wee**, Glendale, CA (US)
(**) Term: **15 Years**
(21) Appl. No.: **29/630,906**
(22) Filed: **Dec. 22, 2017**
(51) **LOC (12) Cl.** **25-03**
(52) **U.S. Cl.**
USPC **D25/4**
(58) **Field of Classification Search**
USPC D25/1, 3-35, 55-59, 61; 52/79.1-79.9;
D12/101-106; 114/263
CPC E04H 1/00-1277; E04H 1/14; E04H
3/00-04; E04H 2001/1283-1294; E04H
9/145; E04B 1/34823; E04B 1/3483;
E04B 1/3444; E04B 1/3431; E04B 1/343;
E04B 1/34869; E04B 1/34321
See application file for complete search history.

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114/263
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* cited by examiner

Primary Examiner — Brett Miller
(74) *Attorney, Agent, or Firm* — Intellectual Property
Law Group LLP

(57) **CLAIM**

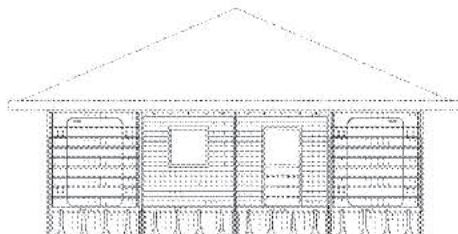
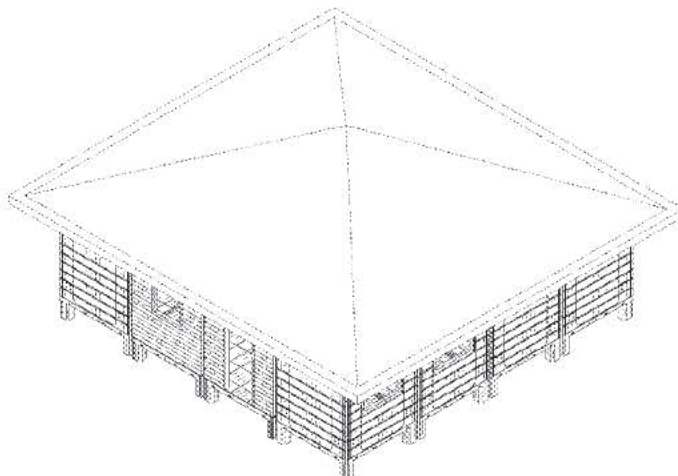
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1 Claim, 10 Drawing Sheets





US0D1015571S

(12) **United States Design Patent**
Wee

(10) **Patent No.:** **US D1,015,571 S**

(45) **Date of Patent:** **** Feb. 20, 2024**

(54) **MODULAR HOUSING STRUCTURE**

(71) Applicant: **Charles I. Wee**, Glendale, CA (US)

(72) Inventor: **Charles I. Wee**, Glendale, CA (US)

(**) Term: **15 Years**

(21) Appl. No.: **29/703,139**

(22) Filed: **Aug. 23, 2019**

(51) **LOC (14) CL.** **25-03**

(52) **U.S. CL.**

USPC **D25/4; D25/22; D25/33**

(58) **Field of Classification Search**

USPC **D25/1, 3-35**

CPC, **E04H 1/00-1277; E04H 2001/1283; E04B**

1/34357; E04B 1/34384; E04B 1/34336;

E04B 1/34869; E04B 1/3444; E02B

3/064; B63B 35/38; B63B 35/44

See application file for complete search history.

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					114/263
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Primary Examiner — Brett Miller

(74) *Attorney, Agent, or Firm* — Intellectual Property Law Group LLP

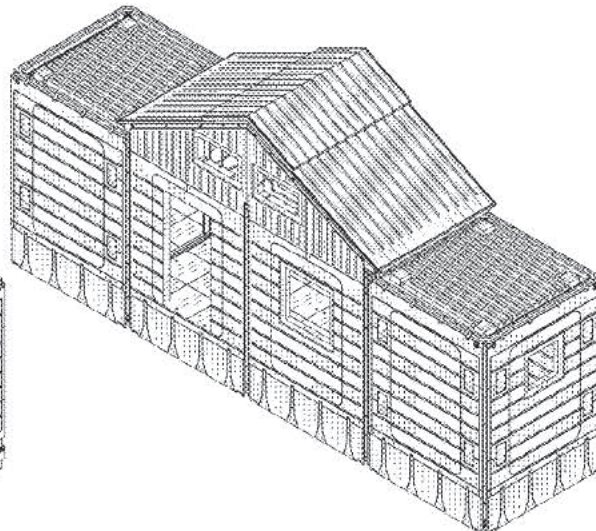
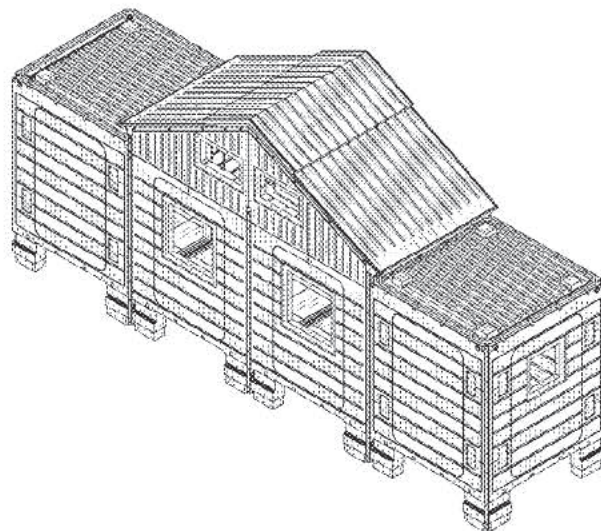
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1 Claim, 10 Drawing Sheets





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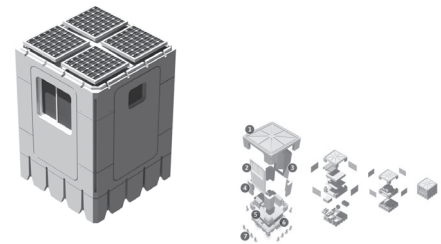
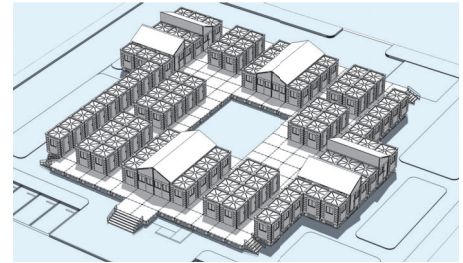


U.S. and International Patents

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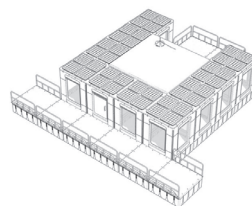
LifeArk Patent Marking

The following LifeArk products are protected by patents in the U.S. and elsewhere. This website is provided to satisfy the virtual patent marking provisions of various jurisdictions, in particular it is intended to serve as notice under 35 U.S.C. § 287(a). Additional patents may be pending in U.S. and elsewhere.



“Floating Community”

U.S. Patent No. US 10,179,630
U.S. Patent No. US 10,654,546



“Water and Land-Based Modular System for Environmentally Versatile Housing, Shelter and Commercial Use”

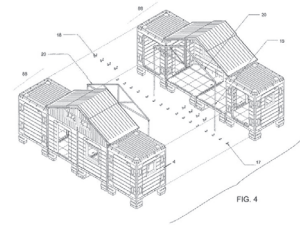
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China Patent No. ZL 201710083507.1

Wee Decl., p. 014

Mexico Patent No. 388610

India Patent Pending

“Molded Multi-Part Polymer Structural Plastic Building Assembly System For Land and Water”



U.S. Patent No. US 10,883,264

India Patent No. 466196

Nigeria Patent No. F/P/2022/182

PCT Patent Pending

China Patent Pending

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ECD Patent No. 0058463750001-0006; 008372239-0001, 0002

China Patent No. CN306665358S

“Modular Housing”

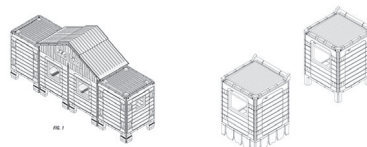
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Ecuador Patent Nos. 005846375

China Patent No. ZL 2020308240870



Wee Decl., Exh. B

Wee Decl., Exh. B

CITY OF LOS ANGELES

City of Los Angeles Purchasing Agent
 111 E 1ST STREET
 ROOM 110
 LOS ANGELES CA 90012



ANNUAL REQUIREMENTS CONTRACT

Contract Number	Description	RFQ Number
ARC 40 24000000048 1	Prefabricated, Modular Factory-Built Housing and Components	
Contract Dates	Payment Terms	Delivery Days ARO
11-30-23 to 11-30-24	0% Net 30	130
Central Purchasing	Vendor	Bill To
Contact: Tara McGuinness Phone: 213-319-4026 E-mail: Tara.McGuinness@lacity.org	000051212 LIFE ARK SPC. 831 MERIDIAN ST DUARTE, CA 91010	City of Los Angeles Supply Svcs., Accounts Payable 555 Ramirez St., Space 312 Los Angeles CA 90012

Extended Description

This Contract is awarded as a Critical Need Contract for Trailer, Mobile Shelter and Lease in accordance with City of Los Angeles Administrative Code Division 10, Chapter 1, Article 2, Section 10.15 (a) (6);
 Contracts entered into during time of war or national, state or local emergency declared in accordance with federal, state or local law, where the Council, by resolution adopted by two-thirds vote and approved by the Mayor, suspends any or all of the restrictions of this section or their applicability to specific boards, officers or employees.

Mayor Karen Bass s Homeless Declaration Resolution 23A: 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

Renewal Period Options

Option	Effective Date	Expiration Date
1	12-01-24	11-30-25

Line Items

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
1	30201602	Housing Unit, Shelter 2 x1 Ensuite	EA	\$53,927.4200		
Extended Description: Housing Unit, Shelter 2 x1 Ensuite						
2	30201602	Housing Unit, Shelter, 1.5x2 ADA Ensuite	EA	\$73,226.6700		
Extended Description: Housing Unit, Shelter, 1.5x2 ADA Ensuite						
3	30201602	Mobile homes	EA	\$33,150.9200		
Extended Description: Housing Unit, Shelter, 1.5x2 ADA Ensuite						
4	30201602	Office/Community Units, Shelter, 2x2 Community Room	EA	\$95,877.9200		
Extended Description: Office/Community Units, Shelter, 2x2 Community Room						
5	30201602	Office/Community Units, Shelter, 3x2 Office	EA	\$133,003.9200		
Extended Description: Office/Community Units, Shelter, 3x2 Office						
6	30201602	Office/Community Units, Shelter, 2x1 Office	EA	\$45,301.9200		
Extended Description: Office/Community Units, Shelter, 2x1 Office						
7	30201602	Office/Community Units, Shelter, 1x1 IT/Utility	EA	\$27,627.9200		
Extended Description: Office/Community Units, Shelter, 1x1 IT/Utility						

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
8	78121603	Shipping & Handling	EA	\$26,124.0000		
Extended Description: Shipping & Handling						
9	93141812	Labor inspection services	EA	\$75,750.0000		
Extended Description: Prevailing wage surcharge						

Troy Lee

Authorized By *J* *MM* *TM* *CE*

Annual Requirements Contract Clauses, Terms, and Conditions

Line Item Provisions

Clauses and Comments on PDF

Document Provisions

Attachment A on PDF

Supporting Documents

Section intentionally left blank.

	Document Phase	Document Description	Page 4
240000000048	Final	Prefabricated, Modular Factory-Built Housing and Components	Total Pages: 22

Procurement Analyst: Tara McGuinness Phone Number: 213 319-4026
E-mail address: Tara.McGuinness@lacity.org Fax Number: 213 928-9536

Requirements Contract for: ** Pre-Fabricated, Modular Factory Built Housing & Components**

Award No. 240000000048 RFQ No.: N/A Previous Contract: New

Payment Terms: 50% Due at time of order – 50% Due upon shipping

Delivery A R O: 130 Days ARO
30 days for certification on design
90 days for fabrication
10 days for Delivery after completion of fabrication

This Contract is awarded as a Critical Need Contract for Trailer, Mobile Shelter and Lease in accordance with City of Los Angeles Administrative Code Division 10, Chapter 1, Article 2, Section 10.15 (a) (6); Contracts entered into during time of war or national, state or local emergency declared in accordance with federal, state or local law, where the Council, by resolution adopted by two-thirds vote and approved by the Mayor, suspends any or all of the restrictions of this section or their applicability to specific boards, officers or employees.

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NOTE: SALES TAX WILL BE ADDED AT TIME OF ORDER.

The following listed item(s) cover the only product(s) or service(s) approved for purchase under this contract. Products or services requested by the City and not listed in the contract require a separate City Purchase Order in order for the supplier to receive payment.

SUPPLIER CONTACT:

Contact Person: Charles Wee Title: President
Telephone No.: (909) 248-4443
E-Mail Address: CWee@lifeark.net.com

Or

Contact Person: Rebecca Wee
Telephone No.: (213) 324-7228
E-Mail Address: RWee@lifeark.net.com

CONTRACT PURCHASE ORDERS: Contract Purchase Orders will be issued during the contract period for materials or services as required. Supplier shall deliver no goods or services until a City department issues a Contract Purchase Order.

APPROVED CONTRACT ITEM PURCHASES:

The listed items cover the only products approved for purchase under this contract.

	Document Phase	Document Description	Page 5
240000000048	Final	Prefabricated, Modular Factory-Built Housing and Components	Total Pages: 22

The City of Los Angeles will not pay any invoice covering the delivery of any merchandise that is not explicitly authorized by this contract. Any products requested by the City not listed in the contract require a separate City Purchase Order in order for the supplier to receive payment.

RENEWAL OPTION:

The City reserves the right to renew this contract for one (1) additional one (1) year period(s). All renewals shall be on an annual basis and under the same terms and conditions of the original contract.

STANDARD PRODUCT WARRANTY:

The manufacturer's standard warranty shall be included with all products delivered to the City of Los Angeles. If an express warranty does not exist for the products delivered, the supplier provides the following warranty for defects in material and labor/workmanship.

Warranty for material defects: 12 months (per LifeArk Product Warranty and Disclaimers)

Warranty for labor/workmanship defects: 12 months (per LifeArk Product Warranty and Disclaimers)

In no case shall the supplier's warranty period be less than, but may be longer than any express warranty or implied warranty of merchantability or fitness for use.

LIQUIDATED DAMAGES FOR LATE DELIVERY:

Delivery delays beyond the Contract/Purchase Order delivery date will result in added expense to the City. The City of Los Angeles shall be paid damages for such delay. Inasmuch as the amount of damage is extremely difficult to ascertain, the supplier agrees to compensate the City in the amount of \$100.00 per calendar day beyond the delivery date specified. This amount shall be fixed as liquidated damages that the City will suffer by reason of such delay, and not as a penalty. The City shall have the right to deduct and retain the amount of such liquidated damages from any monies due the supplier.

The supplier shall be entitled to a reasonable extension of time for unavoidable delay in delivery due to causes not reasonably foreseeable by the parties at the time of the Contract/Purchase Order execution, and that are entirely beyond the control and without the fault or negligence of the supplier, including, but not limited to, acts of God or the public enemy, war or other national emergency making delivery temporarily impossible or illegal, acts or omissions of other suppliers, strikes and labor disputes not brought on by any act or omission of the supplier, fire, flood, epidemics, quarantines, or freight embargoes.

ENVIRONMENTALLY PREFERABLE PRODUCTS:

The City of Los Angeles seeks to conserve and enhance our local and global natural resources; promote and support a vibrant, diverse, and equitable economy; safeguard human health and the environment; and improve the livability of the City's neighborhoods without compromising the ability of future generations to do the same. (City of Los Angeles Administrative Code Division 10, Chapter 1, Article 6, Section 10.32)

	Document Phase	Document Description	Page 6
240000000048	Final	Prefabricated, Modular Factory-Built Housing and Components	Total Pages: 22

The City therefore promotes the use of environmentally preferable products in its acquisition of goods and services. City employees are required to purchase environmentally preferable products from this contract whenever feasible, consistent with the City's Environmentally Preferable Products Purchasing Program.

The Supplier is required to identify environmentally preferable products that may be suitable for inclusion under this contract to the City of Los Angeles, if such products become available during the contract term.

PO DELIVERY AND PAYMENT TERMS:

Payment Terms: 50% Due at time of order – 50% Due upon shipping

Delivery: 130 Days ARO

30 days for certification on design

90 days for fabrication

10 days for Delivery after completion of fabrication

OFF-PEAK DELIVERY AND PICK-UP HOURS:

The City of Los Angeles requires off-peak delivery and pickup of all commodities by City suppliers between the hours of 9:00 AM and 3:30 PM, Monday through Friday, to reduce traffic and vehicle emissions during morning and afternoon commute times. Suppliers are determined in compliance if the actual delivery or pickup time provides for arrival at the City location on or after 9:00 AM and on or before 3:30 PM.

Unless otherwise instructed by authorized City personnel, suppliers are required to schedule deliveries and/or pickups during the off-peak period. City departments sharing facilities that order products from the same supplier shall make every effort to coordinate off-peak deliveries and pickups with the supplier.

Emergency and critical need orders, or other non-conforming deliveries and pickups specifically requested by City departments shall not constitute a violation of this requirement. In addition, circumstances that are outside of the supplier's control and documented by the supplier to the ordering department's or the City Purchasing Agent's satisfaction shall not constitute a violation of this requirement.

Noncompliance with this requirement may result in cancellation of a Purchase Order(s) or termination of Contract(s) between the City and the supplier.

If circumstances related to department operations preclude regularly scheduled deliveries between the hours of 9:00 AM and 3:30 PM, Monday through Friday, the affected City department shall notify the supplier of any allowable exception(s).

QUARTERLY REPORTS:

The supplier shall provide the City Purchasing Agent with quarterly reports, to include the following:

- 1) Expenditure Report that indicates Manufacturer name, description, product/part number, quantity, unit price and extended price of all items sold to the City (contract inception to report date).

	Document Phase	Document Description	Page 7
240000000048	Final	Prefabricated, Modular Factory-Built Housing and Components	Total Pages: 22

2) Environmentally Preferable Product (EPP) Report that indicates the quantity and description of products sold to the City that are considered EPP. This information may be included in the Expenditure Report.

3) Business Inclusion Program Report that indicates the quantity and description of products sold to the City that were manufactured by or obtained from MBE, WBE, SBE, EBE, DVBE and OBE sub-suppliers. This information may be included in the Expenditure Report.

Reports shall be created in a MS/Excel spreadsheet format as provided by the Purchasing Agent, and delivered by the 10th of the following month to City of Los Angeles Purchasing Agent, 111 E. First St., Attn: Procurement Analyst, Room 110, City Hall South, Los Angeles, California, 90012-4111. The supplier shall reference the City's contract number on all reports.

CONTRACT PERFORMANCE REVIEWS:

The supplier agrees to attend periodic Contract performance reviews, facilitated by the City's Contract Manager. Reviews may be held a minimum of once per calendar quarter, focusing on the supplier's and the City's meeting product and service quality levels stated in the Contract, adherence to the Contract terms and conditions, and providing a forum to informally discuss opportunities for improving products, services, Contract terms and conditions, and other related issues in an effort to create economies and cost reductions for the supplier and the City.

	Document Phase	Document Description	Page 8
240000000048	Final	Prefabricated, Modular Factory-Built Housing and Components	Total Pages: 22

ATTACHMENT A

REQUEST FOR QUOTATION BIDDER INSTRUCTIONS AND GENERAL TERMS AND CONDITIONS FOR CITY OF LOS ANGELES PURCHASING AGENT CONTRACTS

READ CAREFULLY

ON-LINE BIDDER INFORMATION AND FORMS

All companies wishing to bid on City of Los Angeles purchases are directed to the Los Angeles Vendor Self Service (LAVSS) – <https://lavss.lacity.org>– and the Regional Alliance Marketplace for Procurement (RAMP) – www.rampla.org – **to register as bidders** and to complete the City’s Equal Benefits Ordinance; First Source Hiring Ordinance; and Disclosure Ordinance Affidavits.

Questions regarding the Affidavits and compliance with the City’s requirements should be directed to the Bureau of Contract Administration, (213) 847-2625 or (213) 847-2631, or via e-mail to bca.eeoe@lacity.org.

BIDDER INSTRUCTIONS (BI)

All communications regarding the Request for Quotation (RFQ) shall be directed in writing to the Central Purchasing contact listed. Written communication may be made via e-mail, facsimile, U. S. Mail, or delivery service.

BI-1. Request for Quotation Bidder Responsiveness:

In order to be responsive, bidders shall complete and return all Quotation documents requested by the City, including addenda, specifications, drawings and all forms.

It shall be the bidder's responsibility to provide one (1) original, as requested, of the completed Quotation documents. The original shall include all Quotation documents requested by the City including addenda, specifications, drawings and all forms.

The Purchasing Agent may deem a bidder non-responsive if the bidder fails to provide all Quotation documents requested by the City at the Quotation closing date and time.

Any bidder who fails to respond to RFQ's for a period of three (3) years may be removed from the City's Supplier Database.

If you are receiving RFQ's for commodities or services that you are unable to provide to the City, it shall be your responsibility to inform the Purchasing Agent, in writing and on company letterhead, requesting that your company be removed from the commodity listing.

BI-2. Form of Quotation and Signature:

The Quotation must be made on the City form only. Telegraphic quotations are not acceptable. Facsimile Quotations may be submitted only when requested by the City Purchasing Agent as a Request for Fax Quotation. The Quotation must be signed with the firm corporate name and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. **All prices must be firm unless the specifications provide for adjustment.**

BI-3. New and Unused:

The equipment/products/materials furnished shall be new and unused, but may contain recycled materials in compliance with City, State, and Federal materials recycling guidelines and requirements.

BI-4. Cost of Preparing Quotations:

	Document Phase	Document Description	Page 9
240000000048	Final	Prefabricated, Modular Factory-Built Housing and Components	Total Pages: 22

The City is not liable for any costs incurred by bidders in the preparation and presentation of Quotations submitted in response to this RFQ.

BI-5. Taxes:

Do not include any Sales Taxes or Federal Excise Tax in prices quoted unless the specifications require that Sales Tax be included. Sales Tax will be added by the City at time of award/order. Federal Excise Tax Exemption Certificate will be furnished to the supplier upon request, or IRS Identification No. 95-6000735 may be used to claim the tax exemption. Any other taxes must be included in the Quotation prices.

BI-6. Delivery Costs:

Prices quoted shall include all delivery and unloading charges to the City of Los Angeles.

BI-7. Payments:

Payment terms are NET 30 Days unless bidder otherwise quotes cash discount terms. Cash discounts offered for payment less than 25 days will not be considered by the City when evaluating Quotations. All cash discounts shall be taken and computed from the date of the City’s acceptance of the material or service, or from the date of receipt of invoice by General Services Payment Services, whichever is latest.

The City will make partial payments in accordance with actual deliveries made and accepted by the City. Partial payments will in no way relieve the supplier of its responsibility for completing delivery of the entire order.

BI-8. Safety Requirements - OSHA and CALOSHA:

Any equipment or material furnished must conform with the current safety code of the California Division of Industrial Safety and all OSHA requirements, where applicable.

Supplier agrees to comply with the provisions of the California Occupational Safety and Health Act of 1973, or its latest revision, and the standards and regulations issued thereunder. Supplier further certifies that all items furnished under this contract will conform to and comply with said standards and regulations.

Supplier further agrees to indemnify and hold harmless the City of Los Angeles for all damages assessed against the City as a result of supplier's failure to comply with the Act and the standards and regulations issued thereunder, and for the failure of the items furnished under this contract to so comply.

BI-9. Safety Approval and Certification:

Items delivered to the City must conform to the safety orders/codes of the California Division of Industrial Safety, CalOSHA, and OSHA where applicable.

Any required certification necessary to place equipment or other items into service shall be the supplier's responsibility. A copy of the certification shall be delivered with the equipment or items.

All Electrical items shall have Underwriter's Laboratory Listing or Approval.

BI-10. “Or Equal”:

Whenever a particular product or brand name is specified it shall be deemed to be followed by the words “or equal”.

BI-11. Specifications and Deviations from Specifications:

Specifications in the RFQ may consist of design, performance, or brand name specifications, or any combination thereof. The specifications are descriptive and indicate the quality, design and construction of the equipment or materials desired, and are not intended to be restrictive.

Quotations will be considered for equipment or materials deviating from the specifications if such products comply substantially with the specifications. Each deviation from the specifications must be stated in a letter attached to your quotation. Where specific brand, make, and/or model numbers are referenced, bidders quoting on other brands, makes and/or models must indicate so in the line item space

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provided. The specified brand, make and/or model must be furnished unless otherwise indicated by the bidder.

If provisions of the specifications restrict bidder from bidding, bidder may request in writing that the specifications be modified. Such request must be received by the Purchasing Agent at least two (2) calendar days before the Quotation closing date. All bidders will be notified by Addendum of any approved changes in the specifications.

City of Los Angeles staff shall be the sole determiner of substantial compliance with the specifications. Failure to submit or disclose deviations from the RFQ specifications will make your Quotation non-responsive.

BI-12. Illustrative and Technical Data, Drawings and Printed Literature:

Bidder shall submit complete illustrative and technical data, drawings, and /or printed literature for the materials or equipment quoted. Deviations from specifications contained within printed literature will not be accepted. Only separately stated written deviations will be considered and/or accepted. Failure to furnish such data, drawings or literature may void your quotation.

BI-13. Hazardous Substances/Chemicals:

Specifications including products which may contain hazardous substances shown on the list prepared by the Director of Industrial Relations, State of California, pursuant to California Labor Code Sections 6380- 6386, require Safety Data Sheets (SDS) be prepared in compliance with Title 8, California Code of Regulations, Section 5194. SDS shall accompany this Quotation.

Chemicals shall be free of known carcinogens, and shall comply with the current Safety Code of the California Division of Industrial Safety, and with all OSHA requirements.

If any ingredient in the product quoted is a carcinogen as shown on the most current list prepared by the International Agency for Research on Cancer (IARC), bidder shall separately identify such ingredients as a carcinogen. Bidder is advised that the products will not be accepted unless (1) the product may be used safely and (2) no acceptable non-carcinogenic substitute is available. A copy of the SDS shall accompany each product shipment to a City facility. Products/chemicals shall be delivered in containers labeled with the product's common chemical name and the common or technical name of each of the product's chemical ingredients, together with a statement of precautions to be taken in product use.

A copy of the SDS shall be available at location of use in the performance of the contract.

BI-14. Withdrawal of Quotations:

Bidder may withdraw Quotation in writing at any time prior to the RFQ Closing Date. Faxed withdrawals will be accepted. A written request signed by an authorized representative of the bidder must be submitted to the Procurement Analyst. After withdrawing a previously submitted Quotation, the bidder may submit another Quotation at any time up to the RFQ Closing Date.

BI-15. Waiver of Irregularities, Informalities, and Rejection of Quotations:

The City reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any Quotation.

The City also reserves the right, as the interest of the City requires, to reject any or all Quotations, to reject unapproved alternate Quotations, and the right to reject the Quotation of any bidder that has previously failed to perform competently in any prior business relationship with the City, as determined through a Supplier Responsibility Hearing.

The rejection of any or all Quotations shall not render the City liable for costs or damages.

BI-16. Quotations Property of City/Proprietary Bid Material:

All Quotations submitted shall become the property of the City of Los Angeles and subject to the State of California Public Records Act. Bidders must identify all copyrighted material, trade secrets or other

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proprietary information that the bidders claim are exempt from the California Public Records Act (California Government Code Section 6350 et seq.).

Bidder hereby warrants and represents that in submitting its Quotation, it has not included or disclosed any intellectual property rights of any third party without authorization or license from the respective third party intellectual property rights owner(s). Bidder hereby further warrants and represents that in performing the contract, if awarded, Bidder would not directly or contributorily infringe upon any intellectual property rights of any third party, including without limitation trademarks, copyrights, patents, trade dress, trade secrets, know-how and proprietary information.

In the event a bidder claims such an exemption, the bidder is required to state in the Quotation the following: "The bidder will indemnify the City and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets, intellectual property rights or other proprietary information to any person making a request therefore."

Failure to include such a statement shall constitute a waiver of a bidder's right to exemption from this disclosure.

BI-17. Lowest Bid Price, Lowest Ultimate Cost, or Best Overall Value to the City:

The award of the contract will be to the bidder(s) deemed to offer the material and/or service at the lowest bid price, lowest ultimate cost, or best overall value to the City based on responsive quotation(s) meeting the specifications set forth in the RFQ. The City's determination of lowest ultimate cost and best overall value may include consideration of the City's internal cost structure for meeting requirements, such as the City's inventory carrying costs, ordering lead times, equipment maintenance costs, and items typically identified with and relating to a "Life Cycle Cost Analysis."

BI-18. Quotation Acceptance and Contract Award:

Quotation shall be subject to acceptance by the City for a period of three (3) months. The City may make combined award of all items completely to one bidder or may award separate items or groups of items to various bidders.

BI-19. Appeal of Award:

In the event the Purchasing Agent proposes to award a contract to other than the lowest responsive monetary bidder, the Purchasing Agent will, prior to such award, notify each of those bidders submitting lower monetary quotations which have conformed to the specifications set forth in the Request for Quotation.

Upon issuance of such notification, each bidder submitting a lower responsive monetary Quotation may, within two (2) working days, request a hearing before the Purchasing Agent. Upon such request, the Purchasing Agent will furnish such bidder with a written statement setting forth the reasons for the proposed award. A hearing shall be provided no sooner than three (3) calendar days after the request for hearing, unless the time period is waived by the bidder.

At or prior to the hearing, the bidder may present evidence as to why the contract should be awarded to said bidder. After the close of the hearing, the Purchasing Agent shall make a determination with respect to the responsibility of the bidder or bidders involved, and thereafter shall award the contract accordingly or shall reject all Quotations. The determination of the Purchasing Agent shall be final.

**END OF BIDDER INSTRUCTIONS FOR
CITY OF LOS ANGELES PURCHASING AGENT
REQUEST FOR QUOTATION**

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GENERAL TERMS AND CONDITIONS (GTC) FOR CITY OF LOS ANGELES PURCHASING AGENT CONTRACTS

GTC-1. Integrated Contract:

This contract sets forth all the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous contracts, agreements or understandings, whether written or oral, relating thereto. This contract may only be amended by written mutual agreement of the supplier(s) and the City Purchasing Agent. No oral representations made by any City employee or representative will vary the terms of the written contract.

GTC-2. Applicable Law, Interpretation and Enforcement:

Performance under this contract shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws that affect employees. This contract shall be enforced and interpreted under the laws of the State of California. The supplier shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this contract.

If any part, term or provision of this contract shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this contract, the validity of the remaining parts, terms or provisions of the contract shall not be affected thereby.

GTC-3. Prevailing Wage Ordinance:

In accordance with City of Los Angeles Administrative Code Section 10.7 et seq., the supplier agrees to comply with applicable sections of the California State Labor Code pertaining to labor and the prevailing wage rates. Where labor is required for public work as a part of this contract, the supplier shall pay no less than the Prevailing Wage as determined by the California Department of Industrial Relations. Bidders may contact the Department of Public Works, Office of Contract Compliance for current prevailing wage information at (213) 847-2629.

Payroll documentation and other related information pertaining to workers and wages shall be submitted upon request to the Office of Contract Compliance, in accordance with Section 1776 of the California State Labor Code. Failure to comply may result in wage restitution and/or State penalties in accordance with the State Labor Code.

GTC-4. Equal Benefits Ordinance:

Bidders are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

All Bidders shall complete the web form Equal Benefits Ordinance Affidavit available on the Regional Alliance Marketplace for Procurement (RAMP) at www.rampla.org prior to award of a City contract valued at \$5,000 or more. The Equal Benefits Ordinance Affidavit shall be effective for a period of twelve months from the date it is submitted to the City's RAMP. Bidders do not need to submit supporting documentation with their bids. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit. Bidders seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

GTC-5. Nondiscrimination, Equal Employment Practices and Affirmative Action Program:

Bidders are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause.

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Procurements by the City for which the consideration is \$1,000 or more shall comply with the provisions of Los Angeles Administrative Code Section 10.8.3., Equal Employment Practices Provisions.

All Bidders shall complete the web form Non-Discrimination/Equal Employment Practices Affidavit available on the Regional Alliance Marketplace for Procurement (RAMP) at www.rampla.org at the time it registers on RAMP but no later than the time when an individual Bid is submitted. Bidders with Certifications previously submitted to RAMP and verified by the Office of Contract Compliance (OCC) do not need to re-submit.

Procurements by the City for which the consideration is \$25,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. All Bidders agree to adhere to the Nondiscrimination, Equal Employment Practices and Affirmative Action program for the duration of the contract and acknowledge their responsibility to comply with both the ND/EEP and AA provisions by affixing its signature to a contract.

Bidders seeking additional information regarding the requirements of the Non-Discrimination, Equal Employment Practices and Affirmative Action Programs may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

GTC-6. Child Support Assignment Orders Ordinance:

City of Los Angeles Administrative Code Section 10.10 requires all suppliers and sub-suppliers to fully comply with all applicable Federal and State employment reporting requirements for the supplier or sub-supplier's employees.

By signing the Signature Page, the bidder certifies and agrees that if it is awarded a contract with the City of Los Angeles, the bidder will:

1. Fully comply with all applicable Federal and State employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230 et seq.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Assign Assignment Orders and Notices of Assignment applicable to them personally.
5. Certify that the business will maintain such compliance throughout the term of the contract.
6. Include all language in this section in any contracts, agreements or understandings the bidder creates or has with sub-suppliers providing goods or services under a contract awarded by the City of Los Angeles.

Failure of a supplier or sub-supplier to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under the contract. Failure of the supplier or sub-supplier or principal owner thereof to cure the default within 90 days of notice of such default by the City shall subject the contract to termination.

GTC-7. Small Local Business Ordinance:

In accordance with City of Los Angeles Administrative Code Section 10.25 et seq., any supplier who qualifies as a "Small Local Business" (SLB) and is a responsible bidder shall be granted a preference as to all contracts of \$150,000.00 or less, for which quotations were solicited, in an amount equal to 10% of the quotation of the lowest and best responsible bidder, if that latter bidder has not qualified as a SLB. If, after deduction of the 10% preference from the quotation of the SLB, the quotation is equal to or less than the lowest quotation, the quotation of that SLB shall be deemed to be the lowest quotation.

In order to be given preference as a certified SLB, your SLB application must be received at the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, Centralized Certification Section no later than five (5) calendar days prior to the RFQ Closing Date, and approved prior to the RFQ award date.

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The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, Centralized Certification Section is located at:

1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015

Certification as a Small Local Business is valid for one calendar year from the date of approval. SLB's must be recertified annually by the Office of Contract Compliance, Centralized Certification Section. Questions concerning the Small Local Business Program should be directed to the Office of Contract Compliance at (213) 847-2625.

GTC-8. Environmentally Preferable Products Purchasing Program:

In accordance with City of Los Angeles Administrative Code Section 10.32 et seq., it is the policy of the City to specify and purchase Environmentally Preferable Products and services where criteria have been established by governmental or other widely recognized and respected third-party authorities (e.g., Energy Star, Green Seal, EPA Recycled Materials Advisory Notice (RMAN) Purchasing Guidelines, Federal Electronic Product Environment Assessment Tool (EPEAT) program guidelines for electronics, State Agency Buy Recycled Campaign (SABRC)).

Suppliers and Contractors are encouraged to offer environmentally preferable products and services at competitive prices, and to consider environmental impacts of service delivery by using environmentally preferable products and delivery methods whenever possible.

Suppliers shall certify in writing the minimum, if not the exact percentage of Recycled Material, both Post- Consumer Recycled Content and Secondary Waste, and other environmental attributes in products to be provided in the performance of any awarded contract. The supplier shall provide such certification even in instances in which the product contains no Recycled Material or other environmental attributes. Failure to provide such certification shall result in the product being deemed to contain no Recycled Material or Environmentally Preferable attributes.

GTC-9. Service Contract Worker Retention and Living Wage Ordinances:

Unless otherwise exempt in accordance with the provisions of the Ordinances, this contract is subject to the Service Contract Worker Retention Ordinance (SCWRO), Section 10.36 et seq., and the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles City Administrative Code, as amended from time to time. The Ordinances require that all employers under contracts primarily for furnishing services to or for the City that involve an expenditure in excess of \$25,000 and a contract term of at least three months shall provide the following: (a) retention by a successor supplier for a 90-day transition period, the employees who have been employed for the preceding 12 months or more by the terminated supplier or sub-supplier, if any, as provided for in the SCWRO; (b) payment of a minimum initial wage rate to employees as defined in the LWO, and as may be adjusted each July 1 and provision of benefits as defined in the LWO.

Unless pre-empted by the California State Labor Code pertaining to Prevailing Wage in Item GTC-3 above, any supplier who enters into a service contract of \$25,000 or more with the City agrees to comply with applicable sections of the Los Angeles City Administrative Code pertaining to the Living Wage. Under the provisions of Section 10.36(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the supplier violated the provisions of the referenced Code section. Contact the Bureau of Contract Administration, Office of Contract Compliance for living wage rules and regulations at (213) 847-2625.

GTC-10. Contractor Responsibility Ordinance:

City of Los Angeles Administrative Code Section 10.40 et seq. provides that every Request for Quotation (RFQ) is subject to the provisions of the Contractor Responsibility Ordinance (CRO), unless exempt pursuant to the provisions of the Code.

The Code requires that all bidders complete and return, with their RFQ, the responsibility questionnaire included in this solicitation. Failure to return the completed questionnaire may result in the bidder being deemed non-responsive.

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Pursuant to the Code, by executing a contract with the City, the supplier pledges, under penalty of perjury, to comply with all applicable Federal, State and local laws in performance of the contract, including, but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.

The Code also requires that if a contract is awarded pursuant to this procurement, the supplier must update responses to the questionnaire within thirty calendar days after any changes to the responses previously provided, if such change would affect contractor's fitness and ability to continue performing the contract.

The supplier further agrees to:

1. Notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the supplier is not in compliance with all applicable Federal, State and local laws in performance of this contract;
2. Notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the supplier has violated the provisions of Section 10.40.3 (a) of the Code;
3. Ensure that its subcontractor(s) working on the supplier contract submit a Pledge of Compliance to awarding authorities; and
4. Ensure that its subcontractor(s) working on supplier's City contract comply with the requirements of the Pledge of Compliance and the requirement to notify awarding authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor(s) has violated Section 10.40.3 (a) of the Ordinance in performance of the subcontract.

GTC-11. Slavery Disclosure Ordinance:

Unless otherwise exempt in accordance with the provisions of Section 10.41 et seq. of the Los Angeles Administrative Code, any contract awarded pursuant to this RFQ will be subject to the City's Slavery Disclosure Ordinance.

All Bidders shall complete the web form Slavery Disclosure Ordinance Affidavit available on the Regional Alliance Marketplace for Procurement (RAMP) at www.rampla.org prior to award of a City contract.

Bidders seeking additional information regarding the requirements of the Slavery Disclosure Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

GTC-12. Sweat-Free Procurement Ordinance:

This Agreement is subject to the Sweat-free Procurement Ordinance, Section 10.43, et seq. of the Los Angeles Administrative Code, as amended from time to time, unless otherwise exempt in accordance with its provisions. The Ordinance requires the Contractor to sign under oath and comply with the City's Contractor Code of Conduct, thereby promising the following:

1. Contractor shall comply with all applicable wage, health, labor, environmental and safety laws, legal guarantees of freedom of association, building and fire codes, and laws and ordinances relating to workplace discrimination.
2. Contractor shall comply with all human and labor rights and labor obligations that are imposed by treaty or law on the country in which the equipment, supplies, goods or materials are made or assembled, including but not limited to abusive forms of child labor, slave labor, convict or forced labor, or sweatshop labor.
3. Contractor shall take good faith measures to ensure, to the best of Contractor's knowledge, that Contractor's subcontractors also comply with the City's Contractor Code of Conduct.
4. Contractor shall pay a procurement living wage to employees working on contracts for garments, uniforms, foot apparel, and related accessories, meaning for domestic manufacturers a base hourly wage adjusted annually to the amount required to produce, for 2,080 hours worked, an annual income equal to or greater than the U.S. Department of Health and Human Services most

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recent poverty guideline for a family of three plus an additional 20 percent of the wage level paid either as hourly wages or health benefits. For manufacturing operations in countries other than the United States, a procurement living wage shall be comparable to the wage for domestic manufacturers as defined above, adjusted to reflect the country's level of economic development by using the World Bank's Gross National Income Per Capita Purchasing Power Index.

GTC-13. First Source Hiring Ordinance:

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time. Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which is in excess of \$25,000 and a contract term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of the FSHO.

Unless otherwise exempt, contractor shall, prior to the execution of the contract, provide a list of anticipated employment opportunities that contractor estimates it will need to fill in order to perform the services under the contract. Contractor further pledges that it will, during the term of the contract, a) at least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) interview qualified individuals referred by CDD; and c) prior to filling any employment opportunity, the contractor shall inform the City of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the contractor interviewed and the reasons why referred individuals were not hired. Any subcontract entered into by the contractor relating to this contract, to the extent allowed hereunder, shall be subject to the provisions of the FSHO, and shall incorporate the FSHO.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the City has determined that the contractor intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the City's authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the subject contractor has violated provisions of the FSHO.

Contact the Bureau of Contract Administration, Office of Contract Compliance for further information at (213) 847-2625.

GTC-14. Local Business Preference for Procurements in Excess of \$150,000

In accordance with City of Los Angeles Administrative Code Section 10.47 et seq., Awarding Authorities shall grant an eight percent (8%) Local Business Preference for Contracts involving consideration in excess of \$150,000.00 to any supplier who qualifies as a "Local Business" and is a responsible bidder.

The Awarding Authority shall provide a preference of up to five percent (5%) to a bid submitted by a business that does not qualify as a Local Business, but that identifies a qualifying Local Subcontractor to perform work under the Contract, provided the Local Subcontractor satisfies the criteria enumerated in Sections 10.47.2 and 10.47.7

The preferences awarded for equipment, goods or materials shall be applied only if the Local Business or Local Subcontractor substantially acts as the supplier or dealer, or substantially designs, manufactures or assembles the equipment, goods or materials, at a business location in Los Angeles County. The Bid Preference shall not exceed one million dollars (\$1,000,000.00) for any Bid. An Awarding Authority may, before the award of a Contract, determine that it is not in the City's best interest to grant a Bid

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preference and award the Contract to the bidder eligible for the award without consideration of the provisions of this Article.

This Article shall not apply to Contracts that involve the expenditure of funds that are not entirely within the City's control, such as state and federal grant funds, that due to legal restrictions prohibit its application.

Questions concerning the Local Business Preference Program should be directed to the Office of Contract Compliance at (213) 847-2625.

GTC-15. Contract Purchase Orders:

Contract Purchase Orders will be issued during the contract period for materials or services as required and in accordance with price at time of order document. Supplier shall deliver no goods or services until a City department issues a Contract Purchase Order.

GTC-16. Most Favorable Government Prices:

The prices charged the City of Los Angeles on any contract shall not exceed those charged any other government agency.

In the event of a price decline, or if the supplier sells the same products or services to other government agencies under similar quantity and delivery terms and conditions at prices below those stated herein, the supplier shall immediately extend such lower prices to the City of Los Angeles. A current price list must be available in the supplier's local office at all times for audit by the City.

GTC-17. Price Reductions:

After the award of a contract, or during the contract term, any material, equipment, or product cost or price list reductions to the supplier shall be offered to the City in a corresponding price reduction.

Periodically the City may request the supplier to certify in writing that any and all material, equipment, and product cost and price list reductions to the supplier are reflected in the City's prices.

GTC-18. Retention of Records, Audits and Reports:

Supplier shall maintain records at the supplier's facility, including records of financial transactions, pertaining to the performance of this contract, in accordance with requirements prescribed by the City.

These records shall be retained for a period of no less than three years following final payment made by the City hereunder or the expiration date of this contract, whichever occurs last. The said records shall be subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this contract or within the three years following the final payment made by the City hereunder or the termination date of this contract, whichever occurs last. Supplier shall provide any price lists, invoices and/or reports requested by the City regarding performance of this contract.

GTC-19. Contract Termination:

The contract may be terminated in whole or in part by the City for its convenience, without penalty, provided that the contractor is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of orders fulfilled or work performed.

The City has the right to cancel the contract for cause at any time.

GTC-20. Termination for Non-appropriation:

The City's obligation to pay any amount due hereunder for any City fiscal years after the current fiscal year is contingent upon legislative appropriation of funds for the purpose. The City's fiscal year ends on June 30 of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate any contract and its future monetary obligations hereunder, effective as of the end of any fiscal year.

GTC-21. Assignment:

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The supplier shall not assign or transfer by operation of law any obligation without prior submission and approval of a properly completed City of Los Angeles Contract or Payment Assignment Form to the Purchasing Agent.

GTC-22. Restocking Fee:

Supplier shall be entitled to a 5% (five percent) restocking fee that will be charged the City of Los Angeles for return of goods ordered in error.

Restocking fee shall not apply to shipping errors by the supplier, damaged or defective items, overshipments, production overruns, late shipments, or any other shipping/delivery related errors.

GTC-23. Care and Custody:

The supplier accepts full responsibility for any loss or damage to City equipment or materials while in the supplier's possession or its agents' possession. Supplier shall reimburse the City for any loss or damage to City equipment or materials while in the supplier's or its agent's care and custody.

GTC-24. Default by Supplier:

In case of default by supplier, the City reserves the right to procure the items or services from other sources and to hold the supplier responsible for any excess costs occasioned to the City thereby.

GTC-25. Breach and Waiver of Breach:

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

A waiver of a breach of any part, term or provision of this contract shall not be construed as a waiver of any succeeding breach of the part, term or provision itself. A party's performance after the other party's breach shall not be construed as a waiver of that breach.

GTC-26. Claims for Labor and Materials:

The supplier shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this contract so as to prevent any lien or other claim under any provision of law from arising against any City property, against the supplier's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

GTC-27. Americans with Disabilities Act:

The supplier hereby certifies that it will comply with the Americans with Disabilities Act (ADA), 42, U.S.C. Section 12101 et seq., and its implementing regulations. The supplier will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of ADA. The supplier will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person of disability. Any sub-contract entered into by the supplier, relating to this contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

GTC-28. City Tax Registration Certificate:

The supplier shall obtain and maintain a Tax Registration Certificate (TRC) and all such certificates required of it and shall not allow any such certificates to be revoked or suspended while any contract is in effect.

Contact the Office of Finance, Tax and Permit Division at 213-473-5901 for compliance requirements and general information.

GTC-29. Force Majeure:

Notwithstanding any other provisions hereof, neither the Supplier nor the City shall be held responsible or liable for failure to meet their respective obligations under this agreement, if such failure shall be due to causes beyond Supplier's or City's control. Such causes include but are not limited to: strikes, fire, flood,

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civil disorder, acts of God or the public enemy, acts of the Federal Government or any unit of state or local government in either sovereign or contractual capacity, insurrection, epidemics, freight embargoes or delays in transportation, and changes in federal, state or local laws.

GTC-30. Patent Rights:

The person, firm, or corporation to whom this contract is issued does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this contract agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.

GTC-31. Indemnification:

Except for the active negligence or willful misconduct of the City, supplier undertakes and agrees to defend, indemnify and hold harmless the City and any and all of the City’s Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney’s fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including supplier’s employees and agents, or damage of or destruction to any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions, or willful misconduct incident to the performance of this Contract on the part of supplier or sub-supplier of any tier. The provisions of this paragraph shall survive termination of this Contract.

GTC-32 Intellectual Properties:

The supplier represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party’s intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade dress, trade secrets, right of publicity and proprietary information (Intellectual Property). This provision shall survive expiration or termination of this Contract.

The supplier, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees, experts’ fees and cost of litigation, damage or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any Intellectual Property rights (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by supplier in performing the work under this Contract; or (2) as a result of the CITY’S actual or intended use of any Work Product furnished by supplier under the Contract.

Supplier’s defense of the CITY shall be consistent with Los Angeles City Charter Sections 271, 272 and 273. Rights and remedies available to the CITY hereinabove are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City of Los Angeles. This provision shall survive expiration or termination of this Contract.

In addition to the foregoing, if supplier has information or reasonably believes that (1) any of the Work Products allegedly or actually infringes or is likely to infringe upon any third-party Intellectual Property rights, or (2) any of the Intellectual Property licenses procured on behalf of the CITY under this Contract are to expire, to be terminated or enjoined, supplier shall immediately notify CITY of such alleged, actual or potential infringement or license status. Upon CITY’S request, supplier shall, at supplier’s own expense:

1. procure for the CITY the right or license to continue using the Intellectual Property at issue; or
2. replace the Intellectual Property at issue with a functionally equivalent, non-infringing product, if practicable.

Exercise of any of the above-mentioned options shall not cause undue business interruption to the CITY, or diminish the intended benefits and use of the Work Products by the CITY under the specifications herein.

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Unless otherwise provided for herein, all Work Products originated or prepared by supplier or its subcontractors of any tier under this Contract shall be and remain the property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. Supplier hereby assigns, and agrees to assign, all goodwill, copyright, trademarks, patents, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by supplier under this Contract. Supplier further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein. This provision shall survive expiration or termination of this Contract.

Supplier shall not provide or disclose any Work Product to any third party without prior written consent of the CITY.

Any subcontract entered into by supplier relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the City's ownership rights of all Work Products are preserved and protected as intended herein. Failure of supplier to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject supplier to damages paid to the CITY and the imposition of any and all sanctions allowed by law, including but not limited to termination of supplier's contract with the CITY.

For all Intellectual Property (1) that have already been created, legally perfected or reduced to practice by whomever prior to the performance of this Contract (Pre-existing Intellectual Property) and (2) that are enmeshed in or discretely made part of the Work Products, supplier hereby grants and/or will cause the third-party Pre-existing Intellectual Property right owner to grant CITY, including its agents and consultants a royalty-paid, perpetual, irrevocable license to use such Pre-existing Intellectual Property so as to maximize the City's benefits from and use of the Work Products.

GTC-33. Freight Charges:

Freight charges must be authorized in the contract. Authorized freight charges exceeding \$75.00, except postal deliveries or when the vendor uses its own truck, must have supporting documentation.

GTC-34. Contractor's Use of Criminal History for Consideration of Employment Applications:

Supplier shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance; Los Angeles Administrative Code Section 10.48 et seq., as amended from time to time expanding the rights afforded applicants for employment with the City's suppliers and subcontractors. "Employers will be prohibited from inquiring into an employment applicant's criminal history unless and until a conditional offer of employment is made to the applicant. An employer that fails to comply with the requirements of this ordinance will be subject to, among other things, termination of its City contract." Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

GTC-35. Iran Contracting Act of 2010:

A supplier at the time of bid or proposal for a new contract, or renewal of an existing contract with City for goods or services estimated at one million dollars (\$1,000,000) or more shall represent and warrant that Supplier is not subject to sanctions or is otherwise identified on any list of prohibited or restricted parties engaged in investment activities in Iran after July 1, 2010 maintained by the State Department of General Services under California Public Contract Code Sections 2200-2208.

GTC-36. Border Wall Contracting Disclosure Ordinance:

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Supplier represents that, to the best of its knowledge, it currently does not hold any contracts, nor is it actively bidding or proposing to provide goods or services for the design, construction, operation or maintenance of federally funded wall, fence or other barrier along the border between the United States and Mexico. Should Supplier in the future submit any bid or proposal or be awarded such a contract, the City shall have the sole discretion to terminate the Contract.

GTC-37. Compliance with Identity Theft Laws and Payment Card Data Security Standards:

Contractor shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. Contractor also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, Contractor shall verify proper truncation of receipts in compliance with FACTA.

GTC-38. Confidentiality:

All documents, information and materials provided to contractor by City or developed by Contractor pursuant to this Contract (collectively “Confidential Information”) are confidential. Contractor shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by City or as required by law. Contractor shall immediately notify City of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

GTC-39. COVID-19:

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform in person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

GTC-40. COVID-19: Equitable Access to Contracting Opportunities

Executive Directive 35 (ED 35) was signed August 25, 2022 to provide insight into the demographics of the City’s contractors. To ensure that all requirements of ED 35 are completed, the Office of Procurement has updated LAPOP to automate some of the data gathering requirements. The information collected is self-attested. Contractors do not need to be certified as minority-owned or women-owned business enterprises to self-disclose as one. The demographic information collection is for informational purposes only and is not part of the bidding, bid evaluation, or awarding process (in accordance with Prop 209); however, the information collected may be used to inform self-attested contractors of free certifications provided by the City of Los Angeles for businesses in LA County.

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**END OF GENERAL TERMS AND CONDITIONS FOR
CITY OF LOS ANGELES PURCHASING AGENT CONTRACTS**

1 **PROOF OF SERVICE**

2 I, the undersigned, say: I am over the age of 18 years and not a party to the within
3 action or proceeding. My business address is 200 North Main Street, 701 City Hall East, Los
4 Angeles, California 90012.

5 On October 7, 2024, I served the foregoing documents described as: **Declaration of Charles**
6 **Wee, LifeArk CEO** on all interested parties in this action as follows:

7 **SEE ATTACHED SERVICE LIST**

8
9 **BY MAIL** – I placed a copy thereof enclosed in a sealed envelope addressed to each
10 addressee stated above. I deposited such envelope for collection, processing and
11 mailing by United States mail by my office in the ordinary course of business. I am
12 readily familiar with the business practice of my office for collection, processing, and
13 mailing of correspondence by the United States mail. Under that practice, it is
14 collected and deposited with first class postage thereon fully prepaid with the United
15 States Postal Service on that same day, at Los Angeles, California. I am aware that on
16 motion of the party served, service is presumed invalid if postage cancellation date or
17 postage meter date is more than one (1) day after the date of deposit for mailing in
18 affidavit; and/or

19 **BY ELECTRONIC MAIL** – I electronically transmitted the document listed above to
20 the email address stated above which has been confirmed for each addressee stated
21 above. My electronic service address is leilany.roman@lacity.org.

22 I declare that I am employed in the office of a member of the bar of this court at whose
23 direction the service was made. I declare under penalty of perjury under the laws of the State
24 of California that the foregoing is true and correct. Executed on October 7, 2024, at Los
25 Angeles, California.

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Leilany Roman

SERVICE LIST

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<p>Robert P. Silverstein Esther Kornfeld Gabby Piceno James Link THE SILVERSTEIN LAW FIRM, APC 215 North Marengo Avenue, 3rd Floor Pasadena, CA 91101-1504 Tel: (626) 449-4200 Fax: (626) 449-4205 Robert@RobertSilversteinLaw.com, Esther@RobertSilversteinLaw.com Gabby@RobertSilversteinLaw.com James.S.Link@att.net</p> <p>FIX THE CITY, INC. Case Number: 23STCP04410 <i>Attorneys for Petitioners</i></p>	