

**AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
LEAD PAINT AND ASBESTOS INSPECTION, TESTING AND ASSESSMENT**

This Agreement is made and entered into this 29th day of June, 2009 by and between the City of Bell (hereinafter referred to as "CITY"), and Lead Tech Environmental (hereinafter referred to as "CONTRACTOR").

1. DESCRIPTION OF WORK

CONTRACTOR shall provide lead based paint and asbestos inspection, testing and assessment for the CITY's Community Development Block Grant Program. The specific services to be provided shall be as set forth in Exhibit "A", which is attached hereto and made a part hereof.

2. TIME OF PERFORMANCE

This Agreement shall commence as of July 1, 2009 and shall remain in full force and effect until June 30, 2010. The Agreement may be extended upon request and approval by the CITY on an annual basis for an additional twenty-four (24) months until June 30, 2012.

3. COMPENSATION AND METHOD OF PAYMENT

A. Maximum Compensation

The fee for services pursuant to this Agreement shall be provided in accordance with the Compensation Schedule set forth in Exhibit "A" and shall not exceed the sum of \$25,000 in Community Development Block Grant Funds without prior authorization.

B. Method of Payment:

The CONTRACTOR shall submit invoices to the CITY specifying the amount due for services performed by the CONTRACTOR. Such invoices shall describe the services performed during the invoice billing period. Upon approval of the invoice, the CITY shall make payment as soon thereafter as the CITY'S regular procedures provide.

4. TERMINATION OF AGREEMENT

This Agreement can be in terminated by either party by giving written notice at least thirty (30) days prior to the effective termination date in the written notice.

5. **RECORDS AND AUDITS**

The CONTRACTOR shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the CITY or any authorized representative, and will be retained for five years after the expiration of this Agreement unless permission to destroy them is granted by the CITY.

6. **EQUAL EMPLOYMENT OPPORTUNITY**

During the Performance of this Agreement, the CONTRACTOR agrees as follows:

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of age, race, creed, sex, color or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, creed, sex color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; rates of pay of other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.
- B. The CONTRACTOR will, in all solicitation of advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, sex or national origin.
- C. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of Secretary of Labor.
- E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- F. In the event of the CONTRACTOR'S non-compliance with the equal opportunity clauses of the Agreement or with any such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The CONTRACTOR will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such directions by the CITY, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

7. **CIVIL RIGHTS ACT OF 1964**

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

8. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

No person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

9. **AGE DISCRIMINATION ACT OF 1975 AND REHABILITATION ACT OF 1973**

Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

10. **"SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES**

- A. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contract for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- B. The parties of this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The CONTRACTOR will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization of workers' representatives of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment of training.
- D. The CONTRACTOR will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided him with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractor, it

successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

11. **INTEREST OF MEMBERS OF THE CITY**

No member of the governing body of the CITY and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program shall have any personal financial interest, direct or indirect, in the Agreement; and the CONTRACTOR shall take appropriate steps to assure compliance.

12. **INTEREST OF OTHER LOCAL PUBLIC OFFICIALS**

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the CONTRACTOR shall take appropriate steps to assure compliance

13. **INTEREST OF ATTORNEY AND EMPLOYEES**

The CONTRACTOR covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

14. **INDEPENDENT CONTRACTOR**

The CONTRACTOR shall perform the services as contained herein as an independent contractor and shall not be considered an employee of the CITY or under CITY supervision or control. This Agreement is by and between the CONTRACTOR and CITY and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the CITY and the CONTRACTOR.

15. **SUCCESSOR AND ASSIGNMENT**

The services as contained herein are to be rendered by the CONTRACTOR whose name is as appears first above written and said CONTRACTOR shall not assign nor transfer any interest in this Agreement without the prior written consent of the CITY. Claims for money by CONTRACTOR from the CITY under this Agreement may be assigned to bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the CITY.

16. **INDEMNIFICATION**

The CONTRACTOR agrees to indemnify, defend and save harmless the CITY, its agents, (i.e. program consultants and inspectors) officers and employees from and against any and all liability, expense, including defense costs and reasonable legal fees, and claims for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury, or property damage arising from the negligent acts, errors or omissions of CONTRACTOR'S operations, or its services hereunder, including any workers compensation suit, liability, or expense, arising from or connected with the services performed by or on behalf of CONTRACTOR by the CONTRACTOR'S agents any person pursuant to this Agreement.

17. **INSURANCE**

A. **Liability Insurance:**

Without limiting the CONTRACTOR'S indemnification of the CITY, the CONTRACTOR shall provide and maintain at its own expense during the term of this Agreement the following program of insurance covering its operation hereunder. The CONTRACTOR agrees to provide and maintain liability insurance which shall protect CITY, its officers, employees and agents, from all claims for personal injury, including accidental deaths, as well as claims for property damage. Such insurance shall be provided by insurer(s) with the best rating of A or better to the CITY and evidence of such programs shall be delivered to the CITY on or before the effective date of this Agreement.

B. **Workers' Compensation Insurance:**

Prior to the execution of this Agreement, the CONTRACTOR shall file with the City the following signed certification:

"I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability for Workers' Compensation or to undertake self-insurance before commencing any of the work."

The CONTRACTOR shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation insurance.

Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of this Agreement upon which the CITY will immediately terminate this Agreement.

18. **SEVERABILITY**

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

19. **INTERPRETATION**

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

20. **ENTIRE AGREEMENT**

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to retention of CONTRACTOR by the CITY and contains all the covenants and agreements between the parties with respect to such retention.

21. **AMENDMENTS**

This writing, with attachments expressly referenced and incorporated herein, embodies the whole of the Agreement of the parties hereto. Except as herein provided, addition to or variation of the terms of this Agreement shall not be valid unless made in the form of a written amendment of this Agreement formally approved and executed by both parties.

22. **WAIVER**

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

23. **CONTRACT EVALUATION AND REVIEW**

The ongoing assessment and monitoring of this Agreement is the responsibility of the Director of Development Services. The CITY will monitor and evaluate the CONTRACTOR in the performance of this Agreement.

24. **CHANGES**

The CITY may request changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR'S compensation, which are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be incorporated in written amendments to this Agreement.

25. **REPORTS AND INFORMATION**

The CONTRACTOR, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

26. **PERSONNEL**

CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CITY. All of the services required hereunder will be performed by CONTRACTOR or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

27. **LOBBYING CERTIFICATION**

A. **Federal Requirements**

The CONTRACTOR CERTIFIES THAT:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an making of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer of employee of employee of any agency, Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosures Form to Report Lobbying", in accordance with its instructions.

(3) The CONTRACTOR shall require that the language of this certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

B. County of Los Angeles Requirement

The CONTRACTOR certifies that:

(1) It is understood that each person/entity/firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of Los Angeles County Chapter 2.160,(Los Angeles County Ordinance 93-0031) and;

(2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;

(3) That any person/entity/firm who seeks a contract with Community Development Commission shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the above named firm fails to comply with the provisions of the County Code.

28. BUSINESS LICENSE

The CONTRACTOR agrees to obtain a City of Bell Business License in order to provide services. This Business License shall be issued by the City of Bell's Business License Department upon approval of the Business License Application and payment of Business License Tax.

29. NOTICES

to the CONTRACTOR:

Steven Denzler
Lead Tech Environmental
605 S. Pacific Avenue Suite 202
San Pedro, CA 90731

to the CITY:

City Clerk
City of Bell
6330 Pine Avenue
Bell, California 90201

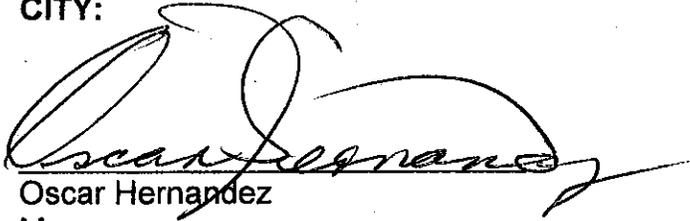
30. **COMPLIANCE WITH LAWS**

All parties agree to be bound by applicable Federal, State, and local laws, ordinances, regulations and directives as they pertain to the performance of the Agreement.

SIGNATURES

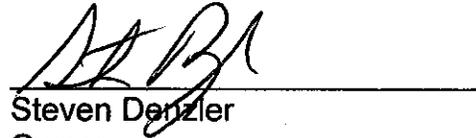
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CITY:



Oscar Hernandez
Mayor

CONTRACTOR:



Steven Denzler
Owner

ATTEST:



Rebecca Valdez
City Clerk

BID FORM

EXHIBIT "A"

LEAD BASED PAINT AND ASBESTOS INSPECTION, TESTING AND ASSESSMENT SERVICES FOR THE CITY OF BELL

The undersigned Proposer offers to perform the work described in the Request for Proposal for the following price.

LEAD BASED PAINT

ITEM	<2,000 SQ.FT.		2,000-3,000 SQ.FT. UNIT		>3,000 SQ.FT. UNIT	
	Price Per Unit	Economy of Scale*	Price Per Unit	Economy of Scale*	Price Per Unit	Economy of Scale*
Paint Inspector/Paint Testing	295	285	300	295	300	295
Risk Assessment	300	290	310	295	310	295
Laboratory Samples for Risk Assessment (per sample cost)	14	←				→
Clearance Testing	150	←				→
Laboratory Samples for Clearing Testing (per sample cost)	14	13	14	13	14	13

*Economy of scale: Two (2) or more units that are scheduled on the same day in the same geographic area.

ASBESTOS

ITEM	<2,000 SQ.FT.		2,000-3,000 SQ.FT. UNIT		>3,000 SQ.FT. UNIT	
	Price Per Unit	Economy of Scale*	Price Per Unit	Economy of Scale*	Price Per Unit	Economy of Scale*
Asbestos Inspector/Asbestos Testing	295	285	295	285	295	285
Risk Assessment						
Laboratory Samples for Risk Assessment (per sample cost)	10	←				→
Clearance Testing	200	←				→
Laboratory Samples for Clearing Testing (per sample cost)	14	12	14	12	14	12

*Economy of scale: Two (2) or more units that are scheduled on the same day in the same geographic area.

**Discount for testing if conducted with lead paint test: Yes No
If Yes, indicate the percentage/dollar amount of the discount 3%

Name of Proposer: Lead Tech Environmental
 Address: 605 S. Pacific Ave #202, SP, CA 90731
 Telephone: (310) 831-2429
 Fax: (310) 831-2465
 License Number: CERTS OF TECHNICIANS ARE INCLUDED
 Signature and Title of Person Authorized to Submit Proposal: [Signature]
 Date: 5/18/09



**Community Development Commission
County of Los Angeles**

**COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORDINANCE NO. 93-0031
CERTIFICATION**

Name of Firm: Lead Tech
Address: 605 S. Pacific Ave #202, San Pedro
State: CA Zip Code: 90731 Telephone Number: (310) 831-2479

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the County of Los Angeles and the Community Development Commission, County of Los Angeles.

- 1) It is understood that each person/entity/firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code, Chapter 2.160 (Los Angeles County Ordinance 93-0031) and;
- 2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;
- 3) That any person/entity/firm who seeks a contract with the Community Development Commission shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the named firm fails to comply with the provisions of the County Code.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into contract with the Los Angeles County and the Community Development Commission, County of Los Angeles.

Authorized Official:

Steven Dender
(Contractor/Subcontractor)

7/16/09
(Date)

By: [Signature]
(Signature)

Owner
(Title)

FEDERAL LOBBYIST CERTIFICATION

Name of Firm: Lead Tech
Address: 605 S. Pacific Ave # 202, SP
State: CA Zip Code: 90231 Telephone Number: (310) 831-2428

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the Community Development Commission, County of Los Angeles.

- 1) No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

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

Authorized Official:

Steven Denzler
(Contractor/Subcontractor)

2/14/09
(Date)

By: [Signature]
(Signature)

Owner
(Title)