



HOUSING AUTHORITY OF THE CITY OF LOS ANGELES PURCHASE ORDER TERMS AND CONDITIONS FOR SERVICES

(Non-Federal Funding)

A. Standard Terms and Conditions

Service Provider is subject to the following standard purchase order terms and conditions for the delivery of services ("Services"):

1. Offer/Acceptance; Conflicting Terms. Upon acceptance by the Authority, a solicitation, bid, proposal, or price quotation and the resulting Purchase Order (collectively, this "Order") shall be deemed a binding contract upon Service Provider's commencement of performance. This Order constitutes the sole and entire agreement of the parties with respect to this Order and supersedes all prior agreements, understandings and commitments, whether oral or written. This Order shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto. If any term and condition listed herein is in conflict with any other term and condition imposed by the Authority, the Authority shall decide which terms and conditions apply.

2. Price and Payment. The price of the Services is the price stated on the face of this Order (the "Price"). Service Provider shall invoice the Authority for this Order within 30 days of completion of Services. Invoices shall be prepared and submitted to the "Bill To" address shown on the Purchase Order. Invoices must be itemized and shall reference the Purchase Order number, description of Services, unit of measure, and price. Unless otherwise stated in this Order, the Authority shall pay all properly invoiced amounts due to Service Provider within 30 days after receipt of such invoice, except for any amounts disputed by the Authority. The parties shall seek to resolve all such disputes expeditiously and in good faith. Service Provider shall continue performing its obligations under this Order notwithstanding any such dispute. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing to it by Service Provider against any amount payable by the Authority to Service Provider. Payment of an invoice is not evidence or admission that the Services meet the requirements of this Order.

3. Performance Evaluation. Service Provider's performance under this Order will be evaluated in accordance with the Authority's Service Provider Evaluation Form, which is available for review at www.hacla.org/forms. Service Provider understands and agrees that the Authority may rely upon completed Service Provider Evaluation Forms in assessing Service Provider's qualifications, responsibility and ability to perform on future contracting opportunities with the Authority and that an over-all assessment of "Unsatisfactory" may result in Service Provider's disqualification or debarment from future contracting opportunities with the Authority.

4. Conflicts of Interest. Service Provider warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of Services under this Order and a Service Provider's organizational, financial, contractual or other interests are such that (i) award of this Order may result in an unfair competitive advantage, or (ii) Service Provider's objectivity in performing the Services may be impaired. Service Provider agrees that if after award it discovers an organizational conflict of interest with respect to this Order, he or she shall make an immediate and full disclosure in writing to the Purchasing Department, which shall include a description of the action which Service Provider has taken or intends to take to eliminate or neutralize the conflict. The Authority may, however, terminate this Order for the convenience of the Authority if it would be in the best interest of the Authority. In the event the Service Provider was aware of an organizational conflict of interest before the award of this Order and intentionally did not disclose the conflict to the Authority, the Authority may terminate this Order for default.

5. Assignment. Service Provider shall not assign any part of this Order without prior written consent of the Authority.

6. Changes. The Authority may at any time, by written order make changes in the Services to be

performed or supplies to be delivered. If any such change causes an increase or decrease in the not-to-exceed amount of the Order, the hourly rate, the time required for performance of any part of the Services under the Order, whether or not changed by the order, or otherwise affects the conditions of the Order, the Authority will make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms. The Service Provider must assert its right to an equitable adjustment under this Changes section within 30 days from the date of receipt of the written order. However, if the Authority decides that the facts justify it, the Authority may receive and act upon a proposal submitted before final payment. No Services for which an additional cost or fee will be charged by the Service Provider shall be furnished without the prior written consent of the Authority.

7. Contract Termination; Debarment. A material breach of these purchase order provisions may be grounds for termination of the Order and for debarment or denial of participation as a Service Provider or Subcontractor in future procurements of the Authority.

8. Legal Requirements; Permits, Codes and Licenses. Service Provider agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back, collusion, and the provisions of the Americans with Disability Act (ADA), the Fair Labor Standards Act (FSLA), the Family and Medical Leave Act (FMLA), and all Occupational Safety and Health Administration (OSHA) regulations applicable to the work. Service Provider shall identify, secure and pay for all permits, fees, licenses and approvals necessary for the proper execution and completion of the Services.

9. Inspection and Acceptance. The Authority has the right to review, require correction, if necessary, and accept the Services products produced by the Service Provider. Such review(s) shall be carried out within a reasonable timeframe so as to not impede the Services of the Service Provider. The Service Provider shall make any required corrections promptly at no additional charge and return a revised copy of the product to the Authority within 7 days of notification or a later date if extended by the Authority. Failure by the Service Provider to proceed with reasonable promptness to make necessary corrections shall be a default. If the Service Provider's submission of corrected Services remains unacceptable, the Authority may terminate the Order (or the task order involved) or reduce the Order price or cost to reflect the reduced value of Services received.

10. General Indemnification for Design Professionals.¹ To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782), Service Provider shall defend (with legal counsel reasonably acceptable to the Authority) hold harmless and indemnify the Authority and its officers, employees, commissioners, servants, agents, successors, assigns, instrumentality entities, subsidiaries and related non-profit corporations, as well as the directors, officers, employees, commissioners, servants, agents, successors, and assigns of the Authority's instrumentality entities, subsidiaries, and related non-profit corporations (collectively, "Indemnified Parties") from and against all claims, actions, lawsuits, complaints, demands, damages, liabilities, losses, obligations, taxes, settlements, judgments, costs or expenses, including without limitation reasonable attorney fees and costs, whether or not involving a third party claim, which arise out of, relate to, or result from (i) the intentional act or failure to act or the negligent performance of Services under this contract, or any part thereof, or (ii) any intentional or negligent act or an omission of Service Provider, and any of Service Provider's subcontractors, and anyone directly or indirectly employed or controlled by Service Provider or any of Service Provider's subcontractors in furtherance of, related to or during the performance of this contract. Service Provider's obligations set forth above shall survive the expiration or termination of this contract, as well as any Option Term. The Authority does not, and shall not, waive any rights that it may have against Service Provider by reason of the acceptance by the Authority, or the deposit with the Authority, of any insurance policies or endorsements required pursuant to this contract. This indemnification provision shall apply regardless of whether or not said insurance policies or endorsements are determined to be applicable to any claims, actions, lawsuits, complaints, demands, damages, liabilities, losses, obligations, taxes, settlements,

¹ "Design professional" refers to the entire range of professionals set forth in Civil Code §2782.8(c)(2): licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors.

judgments, costs or expenses described above.

11. General Indemnification for other than Design Professionals. (a) The Service Provider shall hold harmless, indemnify and defend the Authority and its officers, employees, commissioners, servants, agents, successors, assigns, instrumentality entities, subsidiaries and related non-profit corporations, as well as the directors, officers, employees, commissioners, servants, agents, successors, and assigns of the Authority's instrumentality entities, subsidiaries, and related non-profit corporations (collectively, "Indemnified Parties") from and against all claims, actions, lawsuits, complaints, demands, damages, liabilities, losses, obligations, taxes, settlements, judgments, costs or expenses (including without limitation reasonable attorney fees and costs), whether or not involving a third party claim, which arise out of, relate to, or result from (i) any breach of any representation or warranty of Service Provider contained in this contract; (ii) any breach of any covenant or other obligation or duty of the Service Provider under this contract or under applicable law; and/or (iii) any acts or omissions by Service Provider or subcontractor of any tier, in each case whether or not caused by the negligence of the Authority or any other Indemnified Party, and whether or not the relevant claim has merit. This indemnification provision shall not apply to any claims resulting solely from the gross negligence or willful misconduct of the Authority, the Authority's officers, employees, commissioners, servants, agents, successors, assigns, instrumentality entities, subsidiaries, and related non-profit corporations, or the directors, officers, employees, commissioners, servants, agents, successors, and assigns of the Authority's instrumentality entities, subsidiaries, and related non-profit corporations. The Service Provider's obligations set forth above shall survive the expiration or termination of the Term of this contract, including any Option Term. (b) The Authority does not, and shall not waive any rights that it may have against the Service Provider by reason of the acceptance by the Authority, or the deposit with the Authority, of any insurance policies or endorsements required pursuant to this contract. This indemnification provision shall apply regardless of whether or not said insurance policies or endorsements are determined to be applicable to any claims, actions, lawsuits, complaints, demands, damages, liabilities, losses, obligations, taxes, settlements, judgments, costs or expenses described above.

12. Independent Service Provider. Service Provider shall, during the performance of the Services, act as a wholly independent Service Provider. Neither the Authority nor any of its officers, employees, servants or agents shall have control over the conduct of Service Provider or its employees or agents, except to advise or provide direction as required. Service Provider shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner employees of the Authority. Nothing contained in the Order shall be deemed, construed or represented by the Authority or Service Provider or by any third person to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between the Authority and Service Provider. Except as otherwise required by law, the Authority shall not be called upon to assume any liability for the direct payment of any salary, wage or other compensation to any person employed by Service Provider performing Services hereunder for the Authority.

13. Other Service Providers. The Authority may undertake or award other contracts for additional Services at or near the site(s) of the Services. Service Provider shall fully cooperate with the other Service Providers (sometimes referred to as "Separate Service Providers") and with the Authority employees and shall carefully adapt scheduling and performing the Services under the Order to accommodate the additional Services, heeding any direction that may be provided by the Contracting Officer. The Service Provider shall not commit or permit any act that will interfere with the performance of Services by any other Service Provider or the Authority employee.

14. Warranty of Title. Service Provider warrants good title to all materials, supplies, and equipment incorporated in the Services.

15. Underlying Indemnity and Insurance. Service Provider shall be responsible for requiring indemnification and insurance as it deems appropriate from its consultants, agents and Subcontractors, if any, to protect the Service Provider's and the Authority's interests, and for ensuring that such persons comply with any applicable insurance statutes. Service Provider shall provide the Authority with proof of compliance with this provision upon demand.

16. Ownership of Results/Work for Hire

(a) Any interest (including, but not limited to, property interests and copyright interests) of Service Provider or its subcontractors, in drawings, plans, specifications, studies, reports, memoranda, computational sheets or other documents (including but not limited to, electronic media) prepared by Service Provider or its subcontractors in connection with Services to be performed under this contract shall become the property of and will be transmitted to the Authority at the conclusion of this contract. Service Provider may, however, retain one copy for its files. Notwithstanding the foregoing, in the normal course of the Service Provider's activities, Service Provider shall have an unrestricted right to reuse its standard construction drawings, details, specifications and other related documents, including the right to retain electronic data or other reproducible copies thereof, and the right to reuse portions or the information contained in them which is incidental to the overall design of the Project.

(b) Any and all artworks, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any original works of authorship created by Service Provider or its subcontractors in connection with Services performed under this contract shall be Works for Hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the Authority. In the event that it is ever determined that any works created by Service Provider or its subcontractors under this contract are not Works for Hire under U.S. law, Service Provider hereby assigns all copyrights to such works to the Authority. With the prior written approval of the Authority, Service Provider may retain and use copies of such works for reference and as documentation of its experience and capabilities.

(c) After the completion of the Project, Service Provider shall not permit any reproductions to be made of any Authority-owned documents without the written approval of the Authority and shall refer all requests for such documents by other persons to the Authority.

17. Examination and Retention of Service Provider's Records. The Authority or any of its duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Service Provider's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

18. Governing Law. This Order shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. In any action arising out of this Order, Service Provider consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.