CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 05/23/2011

FROM (DEPARTMENT): General Services Department

CONTACT PERSON: Gia Pa PHONE: (213) 473-7883

CONTRACT NO.: C-118856 COUNCIL FILE NO.: n/a

ADOPTED BY COUNCIL: n/a
DATE

APPROVED BY BPW: n/a
DATE

- [x] NEW CONTRACT
- [ ] AMENDMENT NO. 1
- [ ] ADDENDUM NO. ___
- [ ] SUPPLEMENTAL NO. ___
- [ ] CHANGE ORDER NO. ___

CONTRACTOR NAME: Integrity Environmental Consultants, Inc.

TERM OF CONTRACT: 05/20/2011 THROUGH: 05/19/2012

TOTAL AMOUNT: $1,000,000.00 over 3 years

PURPOSE OF CONTRACT:

New annual contract for asbestos, lead(Pb), mold and other hazardous material assessment, air monitoring services.

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

INVITATION FOR BID

City of Los Angeles
Department of General Services
Construction Forces Division

Piper Technical Center
555 Ramirez Street, Space 150 C
Los Angeles, CA 90012

Asbestos, Lead (Pb), Mold and Other Hazardous Material Assessment, Air Monitoring and Abatement Oversight

IFB# 0111201001

Tony M. Royster, General Manager

integrity
ENVIRONMENTAL

☐ Via Hand Delivery

September 7, 2010

Ms. Theresa Torres
Contract Administrator
City of Los Angeles
Department of General Services
Construction Forces Division
Piper Technical Center
555 Ramirez Street – Space 150-C
Los Angeles, California 90012

Reference: **Asbestos, Lead (pb), Mold and Other Hazardous Material Assessment, Air Monitoring and Abatement Oversight**
City of Los Angeles IFB # 0111201001
Integrity Project Number 2010-00042

Dear Ms. Torres:

Enclosed with this transmittal letter, please find the following:

1. Two original bid packets

We appreciate the opportunity to be of service to the City of Los Angeles. Should you have any questions or require further information, please contact our office at (949) 586-1414.

Cordially,
Integrity Environmental Consultants, Inc.

Massoud Rahdari, Principal

cc: Project file

Dept. of General Services
2010 SEP -7 AM 9:45
Const. Forces Div.

a: 130 Vantis, Suite 130
Aliso Viejo, California 92656

t: 949.586.1414
f: 949.586.5912

w: integrityenvironmental.com

CITY OF LOS ANGELES
INVITATION FOR BID (IFB)

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IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

CITY OF LOS ANGELES
INVITATION FOR BID (IFB)

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DATE: June 21, 2010

TO: ALL PROSPECTIVE BIDDERS

INVITATION FOR BID
FOR
ASBESTOS, LEAD (Pb), MOLD AND OTHER HAZARDOUS MATERIAL ASSESSMENT, AIR MONITORING AND ABATEMENT OVERSIGHT

The City of Los Angeles, Department of General Services (GSD) is soliciting bids from experienced contractors interested in providing asbestos, lead (Pb), mold and other hazardous material assessment, air monitoring and abatement oversight.

Background – GSD is authorized to provide new construction services through City and/or hiring hall forces, and to let contracts for specialty work that these forces cannot perform, for projects that GSD is selected to act as the Prime (or General) contractor by the Board of Public Works, the Board of Recreation and Park Commissioners, or the Board of Library Commissioners with all contracts for such specialty work to be let in compliance with applicable City competitive bidding and contracting requirements (City Ordinance 176359). This contract will be used to support GSD's Construction Forces Division (CFD) in work involving asbestos, lead (Pb), mold and other hazardous material assessment, air monitoring and abatement oversight on an as-needed basis. CFD will function as the Prime (or General) Contractor for projects undertaken under this contract.

As used throughout these bid documents, "Contractor" shall mean a contractor with a direct contract with CFD, whereas "Subcontractor" shall mean a contractor who contracts directly with the Contractor to perform some part of the work of a given project undertaken under this contract. Subcontractors have no direct contract with CFD related to said project. All Subcontractors need to perform their work in compliance with the information contained in this bid.

Nature - CFD expects to pre-qualify up to seven (7) bidders. Once the contracts have been executed the vendors will be contacted when the City requires asbestos, lead (Pb), mold and other hazardous material assessment, air monitoring and abatement oversight. Pre-qualified bidders will provide competitive bids on specific one-time projects that occur during the term of this contract. A pre-qualified bidder is not guaranteed any work during the term of the contract. Projects will be awarded based on the lowest responsive and responsible bid complying with the specifications for each project specified.

Scope – Contractor(s) will be required to, but are not limited to:

- Provide all labor, supervision, hygienist, technicians, tools, equipment, materials, services, documentation, reports, insurance, permits, and other items related to abatement oversight, assessment, and/or air monitoring of all types of asbestos, lead, mold and/or other hazardous material remediation.
- Provide air sampling and sampling of materials, as well as analysis of samples including laboratory report preparation.
- Provide South Coast Air Quality Management District (SCAQMD) Procedure 5 Work Plan services as required by SCAQMD.
- Provide comprehensive assessment, survey and inspection of jobsites.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

- Perform hazmat clearance inspections.
- Comply with all Environmental Protection Agency (EPA), California Occupational Safety and Health Administration (Cal/OSHA), California Department of Public Health (CDPH), Indoor Air Quality Association (IAQA), and all other Federal, State, or local regulatory agency regulations and procedures.
- Provide training of Cal/OSHA- approved hazmat and environmental-related courses.
- Is NOT affiliated or has NOT formed a partnership/joint venture with any abatement contractors awarded with a contract by the Department of General Services.
- Must provide support documents, and other related information upon request.
- Must be available 24 hours a day, 7 days a week.
- Shall provide a 24-hour emergency contact person.

Schedule – A schedule will be provided for each project. Project activities will be coordinated with CFD. CFD will be present at project sites to coordinate any work in conjunction with other trades.

Other agencies – Contractors will be required to comply with federal, state and local inspectors, project engineers, compliance officers and other agencies as required to complete each and every project to the City's satisfaction and approval.

To avoid delays in processing your bid please label on the outside of the envelope the name and IFB number of the bid. All bids must be hand or courier delivered no later than the Bid Due Date listed below to the following address:

City of Los Angeles
Department of General Services
Construction Forces Division
ATTN: CONTRACT PROCESSOR
Piper Technical Center
555 Ramirez St. Space 150-C
Los Angeles, CA 90012

The Bid Due Date for "Asbestos, Lead (Pb), Mold and Other Hazardous Material Assessment, Air Monitoring and Abatement Oversight" will be Monday, August 9, 2010 at 1:00 p.m. All bids submitted will be time stamped with the time and date. Timely submission of bids is the sole responsibility of the bidder. All bids received after 1:00 p.m. on the Bid Due Date will be returned. CFD reserves the right to determine the timeliness of all applications submitted. CFD reserves the right to reject all bids.

The bidder must submit at least **two (2) complete originals with original ink (wet) signatures** of their bid by the Bid Due Date. If the bidder wishes to receive an original copy of their bid, should it be successful, they must submit an additional original copy (making a total of three original copies), otherwise successful bidders will receive a photocopy. Unsuccessful proposals will not be returned.

* ***Please Note:*** If only one (1) original proposal with wet signatures is submitted with photocopies as a substitute for an original with wet signatures the bid may be considered unresponsive and therefore disqualified.

Bid results will be posted at the end of the bidding process. You may review a copy of the bid results at the above address.

For questions concerning this bid, you may contact the Contract Administrator, Theresa Torres or Contract Processor, Louisa Tan at (213) 473-0652 or via email at GSD.CFDContracts@lacity.org.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

CITY OF LOS ANGELES
DEPARTMENT OF GENERAL SERVICES
CONSTRUCTION FORCES DIVISION

INSTRUCTIONS TO BIDDERS FOR:

ASBESTOS, LEAD (Pb), MOLD AND OTHER HAZARDOUS MATERIAL ASSESSMENT, AIR MONITORING AND ABATEMENT OVERSIGHT

VARIOUS WORK ORDER NUMBERS

ESTIMATED TOTAL: $1,000,000.00

MINIMUM LICENSE REQUIREMENTS:

Prospective bidders must have the following on staff at the time bids are due and for the duration of the contract:

1. A principal who is a Certified Asbestos Consultant (CAC) for a minimum of three (3) years, as determined by the State of California Division of Occupational Safety & Health (CAL-DOSH) and
2. A CA Site Surveillance Technician (CSST) certified by CAL-DOSH.

Notes:

- For purposes of this IFB, a principal is defined as an owner, an officer of a corporation, a general partner of a partnership, a sole proprietor of a sole proprietorship, or any key personnel with similar supervisory function. The key personnel holding the CAC license must be properly identified in the bid documents. Additional requirements for the key personnel are identified in the Bid Specification Summary, Section IV. Laboratory and Contractor Personnel Qualifications.
- A second CAC can be substituted in place of the required CSST.

PRE-BID CONFERENCE INFORMATION:

A pre-bid conference will be conducted on **Monday, June 28, 2010 at 9:30 am** at Piper Technical Center, 555 Ramirez St., Space 150C, Los Angeles, California 90012 in the conference room.

The purpose of this pre-bid conference is to inform prospective bidders of the submittal requirements and provisions relative to GSD's "Minority/Women Business Enterprise and Other Business Outreach Program," City Affirmative Action Program and Labor Code compliance requirements.

Questions concerning the MBE/WBE and Other Business Outreach Program, Affirmative Action Program, and Labor Code compliance requirements and to R.S.V.P. for the Pre-Bid Conference, should be directed to the Contract Processor, Louisa Tan either via email at GSD.CFDContracts@lacity.org or by phone at (213) 473-0652.

The Department of General Services General Manager may award a contract at any time within three (3) months after receipt of bids.

The bid of any party who has been delinquent or unfaithful in the performance of any former contract with the City may be rejected.

This Invitation for Bid, the General Conditions, General Requirements, bid specification summary and any and all related addenda must be submitted together as your bid.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

CITY OF LOS ANGELES
DEPARTMENT OF GENERAL SERVICES
CONSTRUCTION FORCES DIVISION

INSTRUCTIONS TO BIDDERS FOR:

ASBESTOS, LEAD (Pb), MOLD AND OTHER HAZARDOUS MATERIAL ASSESSMENT, AIR MONITORING AND ABATEMENT OVERSIGHT

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BIDDER'S CHECKLIST

NOTICE TO BIDDER: IMPORTANT INFORMATION

Before submitting your bid, indicate whether you have properly completed, signed and returned the following with your bid. Failure to do so may cause your bid to be declared non-responsive and rejected.

PLEASE **HAND** INITIAL EACH ITEM BELOW WHEREVER A SPACE IS PROVIDED

1. GENERAL INFORMATION

Construction Forces Division (CFD) will receive for, and on behalf of, the General Manager of the Department of General Services at 555 Ramirez St. Space 150-C, Los Angeles, CA 90012, at or before 1 P.M. on the Bid Due Date, sealed bids for "Asbestos, Lead (Pb), Mold and Other Hazardous Material Assessment, Air Monitoring and Abatement Oversight".

2. BID

Bids must be made on the forms provided for the purpose and must be submitted in a sealed envelope addressed to the Department of General Services, Construction Forces Division, Attn: Contract Processor, Piper Technical Center, 555 Ramirez St. Space 150-C, Los Angeles, CA 90012 and marked "Asbestos, Lead (Pb), Mold and Other Hazardous Material Assessment, Air Monitoring and Abatement Oversight."

The bidder must further conform to the requirements of these instructions. The bidder must state, in figures, the bid rate according to line items. Blank spaces in the bid must be properly filled in, and the phraseology thereof must not be changed. Additions must not be made to the items mentioned therein. Any unauthorized conditions, limitations or provisions attached to a bid may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the bid over the signature of the bidder. No telegraphic bid or telegraphic modification of a bid will be considered. No late bids will be considered.

Bidders are invited to be present at the opening of bids. The bidder shall affix to his bid the number of his license procured under the provisions of Article 5, Chapter 9, Division III of the Business and Professions Code of the State of California.

All work must be done in strict conformity to all specifications. Copies of the specifications will be furnished free to prospective bidders upon application to the Contract Administrator.

(a) Is a bid rate submitted on all line items (pages 11 and 12)? ..... MR Initial

(b) Is the bid completed exclusively in ink (or typewritten)? ..... MR Initial

(c) Is the bid properly signed and dated? ..... MR Initial

(d) Have prices, bid amount and any deductive alternatives been double-checked? ..... MR Initial

3. RIGHT TO REJECT BIDS

CFD reserves the right to reject any and all bids and to waive any informality therein.

4. EXAMINATION OF SITE AND PROPOSED WORK

Bidders may examine and judge for themselves the location, physical condition and surroundings of any proposed work, and the nature of work to be performed.

5. RELEASE FROM BID

No bidder will be released on account of errors in judgment, carelessness or lack of familiarity with any plans, specifications or site. A bidder may be released on account of clerical errors, if he/she gives CFD written notice within five days of the bid opening and satisfies CFD that the mistake was made in filling out the bid, not in judgment.

6. AFFIDAVIT OF NON-COLLUSION

Each bid must have therein or attached thereto the notarized affidavit of non-collusion of the bidder (p. 13). Any bid not accompanied by, or which is made without, such an affidavit, or is in violation thereof,

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

will not be considered. If the bidder is a corporation, said affidavit shall be signed by a duly authorized officer of the corporation. Any bidder making a false affidavit may be excluded from future bidding.

(a) Is Affidavit (pgs.13-14) properly filled in, signed and corporate seal affixed?..... MR Initial

(b) Is Affidavit notarized, notary-sealed, and does it include a certificate of the notary? ..... MR Initial

7. ADDITIONAL SURETIES

If, at any time during the continuance of the contract, the sureties, or any of them, shall, in the opinion of CFD become irresponsible, the Department of General Services, General Manager shall have the right to require additional and sufficient sureties, which the Contractor shall furnish to the satisfaction of the Contract Administrator within ten days after notice, and in default thereof the contract may be suspended by the Department of General Services, General Manager and the work completed as provided in the specifications.

8. MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR OUTREACH PROGRAM

Has the bidder reviewed the requirements pertaining to the "MBE/WBE/OBE Subcontractor Outreach Program," (pgs 117-129) completed Schedule A (page 127) listing all intended subcontractors during the term of the contract, and included all necessary documentation with the bid? ..... MR Initial

9. FORMS CHECKLIST

Has the bidder reviewed the requirements for the following, completed and signed the form? MR Initial

- ☑ Contractor Governmental Project Reference Sheet
- ☑ Contractor Key Employee Reference Sheet
- ☑ Subcontractor's Declaration of Compliance
- ☑ Subcontractor Information Form
- ☑ Equal Benefits Ordinance Compliance Form
- ☑ Child Care Declaration Statement
- ☑ Certification of Compliance with Child Support Obligations
- ☑ Certification Regarding Compliance with the Americans with Disabilities Act
- ☑ Pledge of Compliance with Contractor Responsibility Ordinance
- ☑ Contractor Responsibility Questionnaire
- ☑ Slavery Disclosure Ordinance Affidavit
- ☑ Bidder's Certification CEC Form 50
- ☑ City of Los Angeles Contract History
- ☑ Los Angeles Residence Information
- ☑ Contractor Code of Conduct
- ☑ Information Release Form
- ☑ Contractor Evaluation Program
- ☑ Certifications Regarding Lobbying, Drug-Free Workplace And Debarment

10. AFFIRMATIVE ACTION

(a) Has the bidder reviewed the City's Affirmative Action Plan, accepted and signed the form on page 77? ..... MR Initial

(b) Is the non-discrimination certificate on page 71 completed and signed? ..... MR Initial

(c) Is the Total Composition of Work Force table on page 72 completed and signed? ..... MR Initial

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

11. GENERAL CONDITIONS

Has the bidder, including those who have previously bid or been awarded a contract with CFD, become familiarized with any updated revisions of the General Conditions? ..... MR Initial

12. CONTRACTOR'S LICENSE AND CLASSIFICATION

"JOINT VENTURE LICENSE REQUIREMENT NOTICE" – The State Contractors' License Board has informed the Department of General Services that an application for a "Joint Venture Contractor's License" on this project (if applicable), can be filed on the address listed below:

Contractors State License Board
9821 Business Park Drive
Sacramento, CA 95827
(800) 321-2752 or (916) 255-3900

(a) Are the bidder's contractor's license # /certification, expiration date, and classifications listed below? ..... MR Initial

(b) Is the bidder using the correct contractor's license for the firm bidding? ..... MR Initial

(c) Will the bidder have the proper, current and approved license classification as specified on the front of the bid specifications at the time the bid is submitted? ..... MR Initial

(d) If a "joint venture," does the bidder have a current joint venture license? ..... MR Initial

13. SUBCONTRACTING

All work subcontracted shall be directly related to the performance of work specified in the Bid Specification Summary ..... MR Initial

14. CONTRACTOR'S GUARANTEE AND STANDARD WARRANTIES

Contractor's guarantee and standard warranties for labor and materials for projects undertaken under this contract shall be as specified by the manufacturer's express warranty and/or guarantee. If no manufacturer's warranty/guarantee exists for the products and labor delivered, the warranty for the labor and materials shall be for a minimum of one (1) year and shall be included with all products delivered to the City of Los Angeles. The bid may be considered non-responsive if the warranty is less than one (1) year.

The City requests the successful bidder to provide warranty to the product and labor/workmanship for a minimum of one (1) year. The bidder must indicate below the warranty provided ..... MR Initial

Warranty for material: 1 year(s)

Warranty for labor/workmanship: 1 year(s)

15. CONTRACT

The bidder to whom the award is made will be required to execute a written contract with the City, furnish goods and services as herein specified and furnish proof of adequate insurance coverage upon request.

The following documents are essential parts of the complete contract: The Invitation for Bid (IFB), Bid Specification Summary, General Conditions, Master General Requirements and, if any, the plans for the work, all of which documents are on file in the CFD office.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

16. NAME OF CONTRACTOR INTEGRITY ENVIRONMENTAL CONSULTANTS, INC.

17. CONTRACTOR'S ADDRESS 130 VANTIS - SUITE 130
Number and Street

ALISO VIEJO CA 92656
City State Zip Code

18. CONTRACTOR'S TELEPHONE NUMBER (949) 586-1414 FAX NUMBER: (949) 586-5922

19. CONTRACTOR'S EMAIL ADDRESS mrahdarie integrityenvironmental.com

20. CONTRACTOR'S LICENSE NUMBER N/A EXPIRATION DATE N/A

21. LICENSE CLASSIFICATIONS N/A

22. BIDDER'S CHECK LIST
(a) Are all pertinent sections of the "Bidder's Check List" completed, signed and initialed?..... MR Initial

BY: (Signature) Masoud Rahdari Date 9/3/2010

PRINT NAME: MASOUD RAHDARI

TITLE OR POSITION: PRESIDENT

INDICATE WHERE YOU READ THE "NOTICE INVITING BIDS" FOR THIS INVITATION FOR BID (IFB):

WAS CONTACTED BY GS-CF VIA FAX AND MAIL

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

CITY OF LOS ANGELES
DEPARTMENT OF GENERAL SERVICES
CONSTRUCTION FORCES DIVISION
SCHEDULE OF PRICES

NOTE: BIDS MUST BE IN INK OR TYPEWRITTEN. NO BIDS IN PENCIL WILL BE CONSIDERED. LINE ITEMS SHALL BE EXCLUSIVE OF SALES TAX. BIDDER WILL NOT BE RELEASED ON ACCOUNT OF ERRORS.

ITEM #	DESCRIPTION	Hourly Rates			
		Regular Time	Regular OT	Holiday Time	Holiday OT
1	**CAL-DOSH Certified Asbestos Consultant:** shall have the appropriate experience and certifications to provide occupational and environmental assessment, evaluations and reports.	$ 47.50	$ 71.25	$ 95.00	$ 118.75
2	**CAL-DOSH Certified Site Surveillance Technician:** shall have the appropriate experience and certifications to oversee the on-site asbestos abatement contractor, monitoring on-site air, performing asbestos building services.	$ 38.00	$ 57.00	$ 76.00	$ 95.00
3	**CDPH Certified Lead Project Monitor:** shall have appropriate experience and certifications to monitor on-site lead air, overseeing contractor performance, and collecting lead dust wipes and pre-post abatement wipes.	$ 38.00	$ 57.00	$ 76.00	$ 95.00
4	**CDPH Certified Lead Inspector/Risk Assessor:** shall have appropriate experience and certifications to do surveying for lead base paint, performing site risk assessment, collecting lead dust wipes and pre-post abatement wipes.	$ 38.00	$ 57.00	$ 76.00	$ 95.00
5	**CDPH Certified Lead Sampling Technician:** shall have appropriate experience and certifications to collect bulk samples under supervision of a Certified Lead Inspector /Risk Assessor.	$ 38.00	$ 57.00	$ 76.00	$ 95.00
6	**Certified Industrial Hygienist:** shall have the appropriate experience and certifications to perform occupational and environmental risk assessments, developing and evaluating project specifications. The Industrial Hygienist must be certified by the American Board of Industrial Hygiene.	$ 104.50	$ 104.50	$ 104.50	$ 104.50
7	**EPA Accredited Instructor/Trainer:** shall have appropriate experience and certifications to perform asbestos, lead and hazardous material training.	$ 104.50	$ 104.50	$ 104.50	$ 104.50
8	**IAQA Certified Microbial Investigator:** shall have appropriate experience and certifications to identify and account for microbial contamination and recommends appropriate remediation strategies.	$ 38.00	$ 57.00	$ 76.00	$ 95.00
9	**Project Manager:** shall have appropriate experience and certifications to review and oversee overall project operations and will accept full responsibilities for project completion.	$ 85.50	$ 85.50	$ 85.50	$ 85.50
10	**Clerical Work / Report Writing:** shall have the experience in writing reports, various software, setting up and scheduling jobs and gathering field data. Quote Hourly Rates:	$ 33.25	$ 49.88	$ 66.50	$ 66.50
11	**XRF (X-Ray Fluorescent) Lead (Pb) Paint Analyzer:** portable instrument. Labor and equipment cost.	$ 0.00 / day			
12	**Overhead and Profit:** will apply to line item #s 1 to 11 only. Quote Percentage Mark-up.	(ITEMS 6 AND 7 WILL BE SUB-CONTRACTED) 90 % EXCEPT FOR ITEMS 6 & 7 WHICH WILL BE AT 10 %.			
13	**Assessment, air monitoring and/or abatement oversight of other hazardous materials.** Contractor shall provide either a not-to-exceed price or a lump sum price, to be determined by the City when bidding per project.	NO BID NECESSARY – BID PER PROJECT			

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

ITEM #	DESCRIPTION	Rates for the Analysis of Sample(s) based on Turnaround Results				
		Up to 4 Hours	8 Hours	24 Hours	48 Hours	3 to 5 Days
14	Analysis of Asbestos Airborne Sample using Phase Contrast Microscopy (PCM) Analysis.	$14.06	$11.90	$9.74	$8.66	$7.58
15	Analysis of Asbestos Airborne Sample using Transmission Electron Microscopy (TEM) Analysis.	$86.90	$65.30	$49.60	$43.70	$38.30
16	Analysis of Asbestos Bulk Sample using Transmission Electron Microscopy (TEM) Qualitative Analysis.	$70.20	$64.80	$54.00	$48.60	$43.20
17	Analysis of Asbestos Bulk Sample using Polarized Light Microscopy (PLM) Analysis.	$14.04	$12.96	$7.56	$6.48	$5.40
18	Analysis of Asbestos Micro-Vac Samples	N/A	N/A	$119.30	$108.50	$97.70
19	Analysis of Lead/Wipes/Air Samples, Bulk Paint Chips Samples and Dust Particles.	N/A	N/A	$8.69	$7.61	$6.53
20	Lead Waste Characterization for Total Threshold Limit Concentrations (TTLC) Analysis.	N/A	N/A	$21.60	$17.28	$14.04
21	Lead Waste Characterization for Soluble Threshold Limit Concentration (STLC) Analysis.	N/A	N/A	N/A	$84.24	$60.48
22	Toxicity Characteristic Leaching Procedure (TCLP)	N/A	N/A	N/A	32-hr turn-around $91.80	$60.48
23	Analysis of Mold Air Samples (both viable and non-viable)					
	23a. Culturable Analysis	$47.63	$47.63	$47.63	$47.63	$47.63
	23b. Total Spore Analysis	$38.91	$38.91	$34.67	$26.03	$20.63
24	Analysis of Mold Tape Lifts	$30.30	$30.30	$25.98	$21.66	$16.26
25	Analysis of Mold Swab Samples					
	25a. Culturable Analysis – Genus	$50.76	$50.76	$50.76	$50.76	$50.76
	25b. Culturable Analysis – Species	$85.32	$85.32	$85.32	$85.32	$85.32
	25c. Non-culturable Analysis	$37.80	$37.80	$33.48	$29.16	$23.76

NOTES:

1. The rates above are inclusive of labor, equipment, gear and all other materials necessary to properly execute and complete the job.
2. Hourly rates include travel time, mileage and other incidental costs.
3. Contractors are mandated to honor the rates reflected on the Schedule of Prices for the initial term of the contract.

PAYMENT DISCOUNT TERMS:

Payment terms are Net 30 days unless bidder otherwise quotes cash discount terms in the box below. The bidder agrees to offer the City any payment discount terms that are offered to its best customers and apply such discount to payments made that meet the discount terms.

Cash discounts offered for payment less than 25 days will not be considered by the City when evaluating bids. All cash discounts shall be taken and computed from the date of delivery or completion and acceptance of the materials and/or service, or from the date of receipt of the invoice, whichever is latest. Partial payments may be made by the City upon receipt of the Contractor's invoice. The City reserves the right to withhold payment until a copy of the invoice is received from the contractor.

Payment Discount offered to the City: 1 % for payment within 28 days.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

ITEM #	DESCRIPTION	Rates for the Analysis of Sample(s) based on Turnaround Results				
		Up to 4 Hours	8 Hours	24 Hours	48 Hours	3 to 5 Days
14	Analysis of Asbestos Airborne Sample using Phase Contrast Microscopy (PCM) Analysis.	$	$	$	$	$
15	Analysis of Asbestos Airborne Sample using Transmission Electron Microscopy (TEM) Analysis.	$	$	$	$	$
16	Analysis of Asbestos Bulk Sample using Transmission Electron Microscopy (TEM) Analysis.	$ Qualitative 4-hr	$	$	$	$
17	Analysis of Asbestos Bulk Sample using Polarized Light Microscopy (PLM) Analysis.	$	$	$	$	$
18	Analysis of Asbestos Micro-Vac Samples	N/A	N/A	$	$	$
19	Analysis of Lead/Wipes/Air Samples or Bulk Samples.	N/A	$	$	$	$
20	Lead Waste Characterization for Total Threshold Limit Concentrations (TTLC) Analysis.	N/A	$	$	$	$
21	Lead Waste Characterization for Soluble Threshold Limit Concentration (STLC) Analysis.	N/A	$	$	$	$
22	Threshold Toxicity Characteristic Leaching Procedure (TTCLP)	N/A	$	$	$	$
23	Analysis of Mold Air Samples (both viable and non-viable)	$	$	$	$	$
24	Analysis of Mold Tape Lifts	$	$	$	$	$
25	Analysis of Mold Swab Samples	$	$	$	$	$

NOTES:

1. The rates above are inclusive of labor, equipment, gear and all other materials necessary to properly execute and complete the job.
2. Hourly rates include travel time, mileage and other incidental costs.
3. Contractors are mandated to honor the rates reflected on the Schedule of Prices for the initial term of the contract.

PAYMENT DISCOUNT TERMS:

Payment terms are Net 30 days unless bidder otherwise quotes cash discount terms in the box below. The bidder agrees to offer the City any payment discount terms that are offered to its best customers and apply such discount to payments made that meet the discount terms.

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Payment Discount offered to the City: _____% for payment within _____ days.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

CITY OF LOS ANGELES
SIGNATURE AND AFFIDAVIT PAGE

1. **COMPLETE CONTRACT**
This entire bid and every item(s) thereof, shall become a contract upon its acceptance by the General Manager of the Department of General Services, on behalf of the City of Los Angeles. The complete contract shall consist of the Notice of Award, the Notice for Inviting Bids, the entire Invitation for Bid (including specifications) and all Attachments, or any item(s) thereof, this signature and affidavit page, addenda, and, when required, insurance and bonds. A Notice of Award or Notice to Proceed will be furnished to the successful bidder identifying the item(s) to be furnished under the contact.

2. **MATERIALS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR**
The bidder agrees, upon acceptance of this offer by the City, to furnish all the materials and services herein specified according to the terms and conditions as set forth herein.

3. **AMOUNT TO BE PAID**
The City agrees to pay the Contractor for the materials and/or services in the manner described herein or as negotiated and agreed upon for a given project.

4. **CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATIONS**
When alternative provisions are requested, or options are offered, the bidder will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful bidder.

5. **DECLARATION OF NON-COLLUSION**
That I/we have carefully read and examined the bid and specifications, and have abided by and agree to the conditions herein, and I/we hereby propose to furnish all materials and do all work required in accordance with all plans and specifications, for not to exceed price, unit prices, or lump sums, as per each project. Furthermore, I/we have read and understand Ordinance No. 173677 of the "Determination of Contractor Responsibility Policy" of the City of Los Angeles and I/we understand my/our obligations under this policy as a bidder and as a subcontractor should this contract be awarded to my/our firm.

I/We declare that this bid is genuine, and neither sham or collusive, nor made in the interest or on behalf of any person not herein named, and that I/we have not, directly or indirectly, induced or solicited any other bidder(s) to put in a false or sham bid, or any other person, firm or corporation to refrain from bidding, and that I/we have not in any manner sought by collusion to secure for myself/ourselves an advantage over any other bidder.

Affiant further deposes and says that, prior to the public opening and reading of bids, the said bidder:
(a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid;
(b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone to submit a false or sham bid, refrain from bidding or withdraw a bid;
(c) Did not, directly or indirectly, seek by agreement, communication or conference to raise or fix any overhead, profit, bid price or associated cost element;
(d) Did not, directly or indirectly, submit any bid price or breakdown created in the manner described above.

This bid is expressly made for the benefit of the signatory parties only. It is not the intent of any of the signatory parties to create or discharge any duty, express or implied, to any party other than the signatory parties. Any benefit derived from this bid by a third party is unintended and incidental to the purpose for which this bid is made.

EXECUTED AT: _____ ON THE _____ DAY OF _____, 20____
(Bidder Completes) City State Month

Firm's Name: _____ Telephone # _____

Firm's Address _____
Street City State Zip

(_____) (_____) (_____)
Initials Initials Initials

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

CITY OF LOS ANGELES
SIGNATURE AND AFFIDAVIT PAGE

1. **COMPLETE CONTRACT**
This entire bid and every item(s) thereof, shall become a contract upon its acceptance by the General Manager of the Department of General Services, on behalf of the City of Los Angeles. The complete contract shall consist of the Notice of Award, the Notice for Inviting Bids, the entire Invitation for Bid (including specifications) and all Attachments, or any item(s) thereof, this signature and affidavit page, addenda, and, when required, insurance and bonds. A Notice of Award or Notice to Proceed will be furnished to the successful bidder identifying the item(s) to be furnished under the contact.

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The bidder agrees, upon acceptance of this offer by the City, to furnish all the materials and services herein specified according to the terms and conditions as set forth herein.

3. **AMOUNT TO BE PAID**
The City agrees to pay the Contractor for the materials and/or services in the manner described herein or as negotiated and agreed upon for a given project.

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When alternative provisions are requested, or options are offered, the bidder will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful bidder.

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That I/we have carefully read and examined the bid and specifications, and have abided by and agree to the conditions herein, and I/we hereby propose to furnish all materials and do all work required in accordance with all plans and specifications, for not to exceed price, unit prices, or lump sums, as per each project. Furthermore, I/we have read and understand Ordinance No. 173677 of the "Determination of Contractor Responsibility Policy" of the City of Los Angeles and I/we understand my/our obligations under this policy as a bidder and as a subcontractor should this contract be awarded to my/our firm.

I/We declare that this bid is genuine, and neither sham or collusive, nor made in the interest or on behalf of any person not herein named, and that I/we have not, directly or indirectly, induced or solicited any other bidder(s) to put in a false or sham bid, or any other person, firm or corporation to refrain from bidding, and that I/we have not in any manner sought by collusion to secure for myself/ourselves an advantage over any other bidder.

Affiant further deposes and says that, prior to the public opening and reading of bids, the said bidder:
(a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid;
(b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone to submit a false or sham bid, refrain from bidding or withdraw a bid;
(c) Did not, directly or indirectly, seek by agreement, communication or conference to raise or fix any overhead, profit, bid price or associated cost element;
(d) Did not, directly or indirectly, submit any bid price or breakdown created in the manner described above.

This bid is expressly made for the benefit of the signatory parties only. It is not the intent of any of the signatory parties to create or discharge any duty, express or implied, to any party other than the signatory parties. Any benefit derived from this bid by a third party is unintended and incidental to the purpose for which this bid is made.

EXECUTED AT: (Bidder Completes) ALISO VIEJO (City) CA (State) ON THE 3RD DAY OF SEPTEMBER (Month), 2010

Firm's Name: INTEGRITY ENVIRONMENTAL CONSULTANTS, INC Telephone # (949) 586-1414

Firm's Address 130 VANTIS - SUITE 130 (Street) ALISO VIEJO (City) CA (State) 92656 (Zip)

(MR Initials) (MR Initials) (MR Initials)

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

(a) INDIVIDUAL (sign here if individual)

Sign Name | Print Name | Title | Date

Address: Street | City | State | Zip

(b) CO-PARTNERSHIP

Name of Co-Partnership firm:

Address: Street | City | State | Zip

1. Sign Name | Print Name | Title | Date

Address: Street | City | State | Zip

2. Sign Name | Print Name | Title | Date

Address: Street | City | State | Zip

3. Sign Name | Print Name | Title | Date

Address: Street | City | State | Zip

(c) CORPORATION

Name of Corporation: INTEGRITY ENVIRONMENTAL CONSULTANTS, INC.

Address: 130 MANTIS, SUITE 130 | ALISO VIEJO | CA | 92656
Street | City | State | Zip

Signature of Officer of Corporation | MASSOUD RAHDARI | PRESIDENT | 9/3/2010
Printed Name | Title of Officer of Corporation | Date

Signature of Officer of Corporation | MASSOUD RAHDARI | SECRETARY | 9/3/2010
Printed Name | Title of Officer of Corporation | Date

Approved Signatures Methods for Corporations:

a) Two Signatures: One by the Chairman of the Board or Directors, President or any Vice-President **AND** one by the Secretary, Asst. Secretary, Chief Financial Officer or any Asst. Treasurer, or

b) One signature by Corporate designated individual together with the properly attested resolution of the Board of Directors authorizing the person to sign.

(Affix Corporate Seal Here)

CONTRACT CANNOT BE ISSUED UNLESS THIS SIGNATURE PAGE AND AFFIDAVIT ARE PROPERLY COMPLETED.

(Bidder to have this notarized)

County of CA

State of Orange

Subscribed and sworn this 3 day of September, 2010

Signature

(Notary Seal)

MASSEE OMAR RASULI
Commission # 1824912
Notary Public - California
Orange County
My Comm. Expires Nov 25, 2012

In witness whereof, the City of Los Angeles has caused this contract to be executed by the Department of General Services of said City, and said contractor has executed this contract the day and year written below.

TONY M. ROYSTER,
General Manager
Department of General Services

By: _____ Date: 5/20/11

Approved as to form on Date: 3/3/11

CARMEN A. TRUTANICH
City Attorney

By: _____
TERRY MARTIN-BROWN
Asst. City Attorney

Attested on: 05-23-2011

JUNE LAGMAY
City Clerk

By: _____
Deputy City Clerk

City Clerk Contract No. C-118856

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

(a) INDIVIDUAL (sign here if individual)

Sign Name _____ Print Name _____ Title _____ Date _____

Address: _____
Street City State Zip

(b) CO-PARTNERSHIP

Name of Co-Partnership firm: _____

Address: _____
Street City State Zip

1. _____
Sign Name Print Name Title Date

Address: _____
Street City State Zip

2. _____
Sign Name Print Name Title Date

Address: _____
Street City State Zip

3. _____
Sign Name Print Name Title Date

Address: _____
Street City State Zip

(c) CORPORATION

Name of Corporation: _____

Address: _____
Street City State Zip

_____ _____ _____ _____
Signature of Officer of Corporation Printed Name Title of Officer of Corporation Date

_____ _____ _____ _____
Signature of Officer of Corporation Printed Name Title of Officer of Corporation Date

Approved Signatures Methods for Corporations:

a) Two Signatures: One by the Chairman of the Board or Directors, President or any Vice-President **AND** one by the Secretary, Asst. Secretary, Chief Financial Officer or any Asst. Treasurer, or

b) One signature by Corporate designated individual together with the properly attested resolution of the Board of Directors authorizing the person to sign.

(Affix Corporate Seal Here)

CONTRACT CANNOT BE ISSUED UNLESS THIS SIGNATURE PAGE AND AFFIDAVIT ARE PROPERLY COMPLETED.

(Bidder to have this notarized)	In witness whereof, the City of Los Angeles has caused this contract to be executed by the Department of General Services of said City, and said contractor has executed this contract the day and year written below.	Approved as to form on:	Attested on:
County of _____	**TONY M. ROYSTER,**	Date: _____	Date: _____
State of _____	**General Manager**	**CARMEN A. TRUTANICH**	**JUNE LAGMAY**
Subscribed and sworn this ____ day of _____, 20___	Department of General Services	City Attorney	City Clerk
_____	By: _____	By: _____	By: _____
Signature	Date: _____	**TERRY MARTIN-BROWN**	Deputy City Clerk
(Notary Seal)		Asst. City Attorney	City Clerk Contract No. _____

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

(a) INDIVIDUAL (sign here if individual)

Sign Name _____ Print Name _____ Title _____ Date _____

Address: _____
Street City State Zip

(b) CO-PARTNERSHIP

Name of Co-Partnership firm: _____

Address: _____
Street City State Zip

1. _____ _____ _____ _____
Sign Name Print Name Title Date

Address: _____
Street City State Zip

2. _____ _____ _____ _____
Sign Name Print Name Title Date

Address: _____
Street City State Zip

3. _____ _____ _____ _____
Sign Name Print Name Title Date

Address: _____
Street City State Zip

(c) CORPORATION

Name of Corporation: _____

Address: _____
Street City State Zip

_____ _____ _____ _____
Signature of Officer of Corporation Printed Name Title of Officer of Corporation Date

_____ _____ _____ _____
Signature of Officer of Corporation Printed Name Title of Officer of Corporation Date

Approved Signatures Methods for Corporations:

a) Two Signatures: One by the Chairman of the Board or Directors, President or any Vice-President **AND** one by the Secretary, Asst. Secretary, Chief Financial Officer or any Asst. Treasurer, or

b) One signature by Corporate designated individual together with the properly attested resolution of the Board of Directors authorizing the person to sign.

(Affix Corporate Seal Here)

CONTRACT CANNOT BE ISSUED UNLESS THIS SIGNATURE PAGE AND AFFIDAVIT ARE PROPERLY COMPLETED.

(Bidder to have this notarized)	In witness whereof, the City of Los Angeles has caused this contract to be executed by the Department of General Services of said City, and said contractor has executed this contract the day and year written below.	Approved as to form on:	Attested on:
County of _____	**TONY M. ROYSTER,**	Date: _____	Date: _____
State of _____	**General Manager**	**CARMEN A. TRUTANICH**	**JUNE LAGMAY**
Subscribed and sworn this ____ day of _____, 20___	Department of General Services	City Attorney	City Clerk
_____	By: _____	By: _____	By: _____
Signature	Date: _____	**TERRY MARTIN-BROWN**	Deputy City Clerk
(Notary Seal)		Asst. City Attorney	City Clerk Contract No. _____

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET

Bidders are required to complete the following reference information. This information will be reviewed as part of the bid package for determining the successful bidder. Contractor shall have a verifiable track record. List all projects in chronological order starting with the most recent, even if not yet completed, going back at least three years. Make sure to include all projects involving local, county, state and federal agencies. Attach additional sheets, if necessary.

Name of Project OXYGEN REACTORS MODULES 1-9, AIR POLLUTION CONTROLS 1, 6 & 9

Location of Project Hyperion Treatment Plant (12/2002) - CITY OF LOS ANGELES

Project Description PROVIDED A COMPREHESIVE LEAD-PAINT CHIP SAMPLING/INSPECTION

Amount of the Contract $64,258.29 Duration in Months 3 MONTHS

Awarding Agency CITY OF LA - Bureau of Sanitation

Awarding Agency Address 12000 Vista Del Mar Blvd., Playa Del Rey, CA 90293
Street City State Zip

Awarding Agency Telephone Number (Include Area Code) (310) 648-5832

Awarding Agency Project Liaison Richard DeBry, PM Painter Supervisor

Project Liaison Telephone Number (Include Area Code) (310) 648-5832

Name of Project RE-PIPE HOT/COLD WATERLINES THROUGHOUT - REED MS

Location of Project 4525 Irvine Avenue, N. Hollywood, CA 91602

Project Description Removed and replaced TSI throughout school site, include lead PAINT DISTURBANCE

Amount of the Contract $49,000.00 Duration in Months 1 YEAR

Awarding Agency LOS ANGELES UNIFIED SCHOOL DISTRICT

Awarding Agency Address 1240 S. NAOMI St L A, CA 90021
Street City State Zip

Awarding Agency Telephone Number (Include Area Code) (213) 745-1450

Awarding Agency Project Liaison KEVIN KELLY, PM

Project Liaison Telephone Number (Include Area Code) (213) 745-1428

Name of Project Magnolia FS / Gothard FS. / Murdy FS.

Location of Project 21441 Magnolia / 18311 Gothard St. / 16211 Gothard St, Huntington Beach, CA 92647

Project Description Prepared pre-renovation Hazmat reports, monitored ACM/LBP removal & stabilization during renovation Project

Amount of the Contract $17,628.64 Duration in Months 4 MONTHS

Awarding Agency City of Huntington Beach - Dept. of Pub. Works

Awarding Agency Address 2000 Main Street, Huntington Beach, CA 92647
Street City State Zip

Awarding Agency Telephone Number (Include Area Code) (714) 536-5517

Awarding Agency Project Liaison Robert Martinez, PM

Project Liaison Telephone Number (Include Area Code) (714) 536-5423

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

CONTRACTOR KEY EMPLOYEE REFERENCE SHEET

Bidders are required to complete the following reference information. This information will be reviewed as part of the bid package for determining the successful bidder. Contractor shall provide information on key employees (including superintendents, supervisors/general foremen, foremen etc.). Information shall consist of name, title, years experience, current licenses and/or certifications, and any other pertinent information. Attach additional sheets, if necessary.

Emergency Contact: Massoud Rahdari Title President

Years of Relevant Experience 19 Years Employed by the Contractor 19

Cell phone #: (949) 813-2260 Other Contact #s: (949) 349-0725

Current Licenses and/or Certifications (include registration #s) CAC - 92-0376

Other Pertinent Information UPON RECIEPT OF EMEGENCY CALL MASSOUD WILL CONTACT EITHER ARASH RAHDARI [(818) 470-2877] WHO LIVES IN WOODLAND HILLS OR JAMES CHOE [(949) 813-2664] WHO LIVES IN TORRANCE; SHOULD A FASTER RESPONSE BE REQUIRED.

Name of Employee: JUDD LEACH Title PROJECT MANAGER

Years of Relevant Experience 8 YEARS Years Employed by the Contractor 6 1/2 YEARS

Cell phone #: (714) 267-6255 Other Contact #s: (714) 832-8676

Current Licenses and/or Certifications (include registration #s) Certified Asbestos Consultant CAC 07-4250

Other Pertinent Information MR. LEACH IS ALSO A CA-DPH LEAD INSPECTOR AND PROJECT MONITOR (8730) AND OSHA-HAZWOPER TRAINED W/CURRENT CERTIFICATE

Name of Employee: JAMES CHOE Title INDUSTRIAL HYGINIEST

Years of Relevant Experience 6 YEARS Years Employed by the Contractor 2 YEARS

Cell phone #: (949) 813-2664 Other Contact #s: (310) 381-9259

Current Licenses and/or Certifications (include registration #s) Certified Site Surveillance Technician CSST 04-3468

Other Pertinent Information MR. CHOE IS ALSO A CA-DPH LEAD PROJECT MONITOR (16632) AND OSHA-HAZWOPER TRAINED W/CURRENT CERTIFICATE

Name of Employee: ARASH RAHDARI Title PROJECT COORDINATOR

Years of Relevant Experience 10 YEARS Years Employed by the Contractor 10 YEARS

Cell phone #: (818) 470-2877 Other Contact #s: (949) 349-0725

Current Licenses and/or Certifications (include registration #s) CA-DPH LEAD PROJECT MONITOR (20261)

Other Pertinent Information MR. RAHDARI IS A CAC IN-TRAINING AND OSHA-HAZWOPER TRAINED W/CURRENT CERTIFICATE

Name of Employee: IBRAHIM SOBIEH, INDEPENDENT CONTRACTOR Title DIR. OF HEALTH & SAFETY

Years of Relevant Experience 20 YEARS Years Employed by the Contractor 4 YEARS

Cell phone #: (714) 454-2055 Other Contact #s: (714) 454-2055

Current Licenses and/or Certifications (include registration #s) ABIH CIH 5628, CAC 06-4078

Other Pertinent Information MR. SOBIEH PROVIDES HEALTH & SAFETY-RELATED SERVICES AS WELL AS ASBESTOS, LEAD AND OTHER ENVIRONMENTAL TRAINING, EXCLUSIVELY

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

integrity ENVIRONMENTAL

GENERAL INFORMATION

Name of Firm:
Integrity Environmental Consultants, Inc.

Address of Firm:
130 Vantis – Suite 130
Aliso Viejo, California 92656

Telephone and Fax Numbers:
Telephone: (949) 586-1414
Facsimile: (949) 586-5922

E-mail:
mrahdari@integrityenvironmental.com

State of Organization/Incorporation:
California

Certified Small Business:
State of California - Reference Number 0018638

Date of First Operation:
The firm was first operated on March 1, 1991
as M. Rahdari Consultants

Date of Incorporation:
August 19,1996

Officers or Principals of Firm:
Massoud Rahdari, Principal

Federal Tax Identification Number:
33-0721185

Dunn and Bradstreet Number:
92-664-8338

a: 130 Vantis, Suite 130
Aliso Viejo, California 92656

t: 949.586.1414
f: 949.586.5922

w: integrityenvironmental.com

Resume of Massoud Rahdari, Principal

Relevant Experience

Mr. Rahdari has over 30 years of experience in construction and environmental engineering, including project design and management; asbestos and lead sampling and testing; performing building inspections for asbestos-containing materials and lead-based paint and oversight of asbestos and lead abatement and removal procedures; project management; preparation of operations and maintenance plans, bid packages, work plans, asbestos, lead, and hazardous material surveys; air quality and field inspections and quality control; and construction material testing.

Mr. Rahdari also has experience with air monitoring and phase contrast microscopy during asbestos abatement monitoring and has served as head consultant with numerous environmental firms for asbestos abatement projects.

Education

Bachelor of Science in Construction Engineering - 1982
Louisiana Tech University, Ruston, Louisiana

Registrations and Certifications

California EPA-Registered Environmental Assessor 04138
California DOSH-Certified Asbestos Consultant 92-0376
Accredited NIOSH 582 Air Sampling and Evaluations
OSHA Field Investigation Techniques Course
California DPH-Certified Lead Inspector/Risk Assessor I-6270

Professional Experience

Integrity Environmental Consultants, Inc. (1996-) Principal
M. Rahdari Consultants (1991 - 1996) Principal
Excel Environmental, Inc. 1990 - 1991) Project Manager
Dames & Moore, Inc. (1988 - 1990) Operations Manager
Maxim Engineers, Inc. (1983 - 1988) Asbestos Coordinator

Professional Organizations

American Environmental Assessment Association
American Industrial Hygiene Association – National and Orange County Chapter Member

State of California
Division of Occupational Safety and Health

Certified Asbestos Consultant

Massoud Rahdari

Name

Certification No. **92-0376**

Expires on **08/31/11**

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.

State of California Department of Public Health

Lead-Related Construction Certificate

Certificate Type: **Inspector/Assessor**

Expiration Date: **12/06/2010**

Massoud Rahdari ID #: **6270**

State of California
Division of Occupational Safety and Health

Certified Asbestos Consultant

Judd D Leach
Name

Certification No. 07-4250

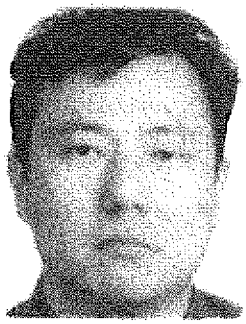
Expires on 08/16/11

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.

State of California
Division of Occupational Safety and Health

Certified Site Surveillance Technician

James Woo Choe



Name

Certification No. 04-3668

Expires on 11/18/11

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.

State of California Department of Public Health

Lead Related Construction Certificate

Certificate Type

Project Monitor

Expiration Date

05/26/2011

James W. Choe

ID# 16832

State of California
Division of Occupational Safety and Health
Certified Asbestos Consultant

Judd D Leach
Name

Certification No. 07-4250

Expires on 08/16/11

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.

Lead-related Construction Certificate

Certificate Type	Expiration Date
Inspector/Assessor	10/31/20
Project Monitor	10/31/20

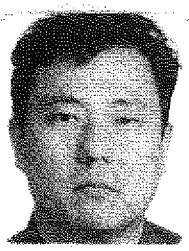
Judd D. Leach

ID # 873(

State of California
Division of Occupational Safety and Health

Certified Site Surveillance Technician

James Woo Choe



Name

Certification No. **04-3668**

Expires on **11/18/11**

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code

State of California
Division of Occupational Safety and Health

Certified Site Surveillance Technician

James Woo Choe

Name

Certification No 04-3668

Expires on 11/18/10

This certificate is issued by the Division of Occupational Safety and Health as authorized by Section 7180 of the California Business and Professions Code.

State of California Department of Public Health

Lead-Related Construction Certificate

Certificate Type: Project Monitor

Expiration Date: 06/28/2011

James W. Choe

ID# 16632

State of California Department of Public Health

Project Monitor 03/13/2010

Arash Rahdari ID #: 20261

ABIH®

american board of industrial hygiene®

organized to improve the practice of industrial hygiene
proclaims that

Ibrahim M. Sobeih

having met all requirements through
education, experience and examination,
is hereby certified in the

COMPREHENSIVE PRACTICE
of
INDUSTRIAL HYGIENE

and has the right to use the designations

CERTIFIED INDUSTRIAL HYGIENIST

CIH

Certificate Number: 5628 CP

Awarded: July 15, 1992

Expiration Date: June 1, 2014

Chair ABIH

Executive Director ABIH

CONTRACTOR KEY EMPLOYEE REFERENCE SHEET

Bidders are required to complete the following reference information. This information will be reviewed as part of the bid package for determining the successful bidder. Contractor shall provide information on key employees (including superintendents, supervisors/general foremen, foremen etc.). Information shall consist of name, title, years experience, current licenses and/or certifications, and any other pertinent information. Attach additional sheets, if necessary.

Emergency Contact: _____ Title _____ Yrs of Experience _____

Cell phone #: _____ Other Contact #s: _____

Current Licenses and/or Certifications (include registration #s) _____

Other Pertinent Information _____

Name of Employee _____ Title _____ Yrs of Experience _____

Current Licenses and/or Certifications (include registration #s) _____

Other Pertinent Information _____

Name of Employee _____ Title _____ Yrs of Experience _____

Current Licenses and/or Certifications (include registration #s) _____

Other Pertinent Information _____

Name of Employee _____ Title _____ Yrs of Experience _____

Current Licenses and/or Certifications (include registration #s) _____

Other Pertinent Information _____

Name of Employee _____ Title _____ Yrs of Experience _____

Current Licenses and/or Certifications (include registration #s) _____

Other Pertinent Information _____

Name of Employee _____ Title _____ Yrs of Experience _____

Current Licenses and/or Certifications (include registration #s) _____

Other Pertinent Information _____

Name of Employee _____ Title _____ Yrs of Experience _____

Current Licenses and/or Certifications (include registration #s) _____

Other Pertinent Information _____

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the CITY or CONTRACTOR. The word "CONTRACTOR" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one CONTRACTOR herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. NUMBER OF ORIGINALS

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the CITY'S option, one or more additional original texts of this Contract may also be retained by the City.

PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. CONTRACTOR shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

In any action arising out of this Contract, CONTRACTOR consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is 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.

PSC-4. TIME OF EFFECTIVENESS

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

A. This Contract has been signed on behalf of CONTRACTOR by the person or persons authorized to bind CONTRACTOR hereto;

B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and

D. This Contract has been signed on behalf of the CITY by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-5. INTEGRATED CONTRACT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

PSC-6. AMENDMENT

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

PSC-7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8. BREACH

Except for excusable delays as described in PSC-7, 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.

PSC-9. WAIVER

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

PSC-10. TERMINATION

A. TERMINATION FOR CONVENIENCE

The CITY may terminate this Contract for the CITY'S convenience at any time by giving CONTRACTOR thirty days written notice thereof. Upon receipt of said notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The CITY shall pay CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONTRACTOR to affect such termination. Thereafter, CONTRACTOR shall have no further claims against the CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become CITY property upon the date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, if CONTRACTOR fails to perform any of

the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the CITY may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to the CITY within the time permitted by the CITY, then the CITY may terminate this Contract due to CONTRACTOR'S breach of this Contract.

2. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then the CITY may immediately terminate this Contract.

3. If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this Contract or violates the CITY'S lobbying policies, then the CITY may immediately terminate this Contract.

4. In the event the CITY terminates this Contract as provided in this section, the CITY may procure, upon such terms and in such manner as the CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to the CITY for all of its costs and damages, including, but not limited, any excess costs for such services.

5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become CITY property upon date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.

7. The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

PSC-11. INDEPENDENT CONTRACTOR

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the CITY. CONTRACTOR shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY.

PSC-12. CONTRACTOR'S PERSONNEL

Unless otherwise provided or approved by the CITY, CONTRACTOR shall use its own employees to perform the services described in this Contract. The CITY shall have the right to review and approve any personnel who are assigned to work under this Contract. CONTRACTOR agrees to remove personnel from performing work under this Contract if requested to do so by the CITY.

CONTRACTOR shall not use subcontractors to assist in performance of this Contract without the prior written approval of the CITY. If the CITY permits the use of subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this Contract. The CITY has the right to approve CONTRACTOR'S subcontractors, and the CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay CONTRACTOR'S subcontractors, and nothing herein creates any privity between the CITY and the subcontractors.

PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

CONTRACTOR may not, unless it has first obtained the written permission of the CITY:

A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-14. PERMITS

CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for CONTRACTOR'S performance hereunder and shall pay any fees required therefore. CONTRACTOR certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC-15. CLAIMS FOR LABOR AND MATERIALS

CONTRACTOR 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 (including reports, documents, and other tangible or intangible matter produced by CONTRACTOR hereunder), against CONTRACTOR'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.

PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

If applicable, CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S Business Tax Ordinance, Section 21.00 et seq. of the Los Angeles Municipal Code. For the term covered by this Contract, CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

PSC- 17. RETENTION OF RECORDS, AUDIT AND REPORTS

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, 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. 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 final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

PSC-18. FALSE CLAIMS ACT

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the False Claims Act (Cal. Gov. Code §§ 12650 et seq.), including treble damages, costs of legal actions to recover payments, and civil penalties of up to $10,000 per false claim.

PSC-19. BONDS

All bonds which may be required hereunder shall conform to CITY requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

PSC-20. INDEMNIFICATION

Except for the active negligence or willful misconduct of the CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONTRACTOR 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 (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'S employees and agents, or damage or destruction of 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 by CONTRACTOR or its subcontractors of any tier. Rights and remedies available to the CITY under this provision 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. The provisions of PSC-20 shall survive expiration or termination of this Contract.

PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, 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 (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by CONTRACTOR, or its subcontractors of any tier, 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 CONTRACTOR, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the CITY under this provision 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. The provisions of PSC-21 shall survive expiration or termination of this Contract.

PSC-22. INTELLECTUAL PROPERTY WARRANTY

CONTRACTOR 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 secrets, right of publicity and proprietary information.

PSC-23. OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by CONTRACTOR or its subcontractors of any tier under this Contract shall be and remain the exclusive 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, material, 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. CONTRACTOR hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by CONTRACTOR under this Contract. CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

For all Work Products delivered to the CITY that are not originated or prepared by CONTRACTOR or its subcontractors of any tier under this Contract, CONTRACTOR hereby grants a non-exclusive perpetual license to use such Work Products for any CITY purposes. CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of the CITY.

Any subcontract entered into by CONTRACTOR 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 and license rights of all Work Products are preserved and protected as intended herein. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR'S contract with the CITY.

PSC-24. INSURANCE

During the term of this Contract and without limiting CONTRACTOR'S indemnification of the CITY, CONTRACTOR shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by CONTRACTOR, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to CITY requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. CONTRACTOR shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-25. DISCOUNT TERMS

CONTRACTOR agrees to offer the CITY any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONTRACTOR'S profession, doing the same or similar work under the same or similar circumstances.

PSC-27. NON-DISCRIMINATION

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this Contract, CONTRACTOR shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by

CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR'S contract with the CITY.

PSC-28. EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

A. During the performance of this Contract, CONTRACTOR agrees and represents that it will provide equal employment practices and CONTRACTOR and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

   1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

   2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

   3. CONTRACTOR agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, CONTRACTOR shall certify in the specified format that he or she has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. On their or either of their request CONTRACTOR shall provide evidence that he or she has or will comply therewith.

E. The failure of any CONTRACTOR to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of CITY contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to CONTRACTOR.

F. Upon a finding duly made that CONTRACTOR has failed to comply with the Equal Employment Practices provisions of a CITY contract, the contract may be forthwith canceled, terminated or

suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the CONTRACTOR is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two years, or until CONTRACTOR shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this Contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.

H. Intentionally blank.

I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. At the time a supplier registers to do business with the CITY, or when an individual bid or proposal is submitted, CONTRACTOR shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of CITY Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;

2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

3. Training and promotional opportunities; and

4. Reasonable accommodations for persons with disabilities.

L. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR'S Contract with the CITY.

PSC-29. AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

A. During the performance of a CITY contract, CONTRACTOR certifies and represents that CONTRACTOR and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. CONTRACTOR shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, CONTRACTOR shall certify on an electronic or hard copy form to be supplied, that CONTRACTOR has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of CITY contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

E. The failure of any CONTRACTOR to comply with the Affirmative Action Program provisions of CITY contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to CONTRACTOR.

F. Upon a finding duly made that CONTRACTOR has breached the Affirmative Action Program provisions of a CITY contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said CONTRACTOR is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that CONTRACTOR has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a CITY contract, there may be deducted from the amount payable to CONTRACTOR by the CITY under the contract, a penalty of ten dollars ($10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a CITY contract.

H. Notwithstanding any other provisions of a CITY contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.

I. Intentionally blank.

J. Nothing contained in CITY contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. CONTRACTOR shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the CITY. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, CONTRACTOR may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, CONTRACTOR must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of $5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

2. CONTRACTOR may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the CITY with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and CONTRACTOR.

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

2. Classroom preparation for the job when not apprenticeable;

3. Pre-apprenticeship education and preparation;

4. Upgrading training and opportunities;

5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;

6. The entry of qualified women, minority and all other journeymen into the industry; and

7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the CITY'S Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the CITY and may be used at the discretion of the CITY in its Contract Compliance Affirmative Action Program.

P. Intentionally blank.

Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the CITY and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the CITY.

PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, CONTRACTOR will fully comply with all applicable State and Federal employment reporting requirements for CONTRACTOR'S employees. CONTRACTOR shall also certify (1) that the Principal Owner(s) of CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that CONTRACTOR will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, et seq. of the California Family Code; and (3) that CONTRACTOR will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of CONTRACTOR to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of CONTRACTOR to obtain compliance of its subcontractors shall constitute a default by CONTRACTOR under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:

1. CONTRACTOR assures 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 compensated and uncompensated days off and health benefits, as defined in the LWO.

2. CONTRACTOR further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. CONTRACTOR shall deliver the executed pledges from each such subcontractor to the CITY within ninety (90) days of the execution of the subcontract. CONTRACTOR'S delivery of executed pledges from each such subcontractor shall fully discharge the obligation of CONTRACTOR with respect to such pledges and fully discharge the obligation of CONTRACTOR to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.

3. CONTRACTOR, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the CITY with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR shall post the Notice of Prohibition Against Retaliation provided by the CITY.

4. Any subcontract entered into by CONTRACTOR relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. CONTRACTOR shall comply with all rules, regulations and policies promulgated by the CITY'S Designated Administrative Agency which may be amended from time to time.

B. Under the provisions of Sections 10.36.3(c) and 10.37.6(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 subject CONTRACTOR has violated provisions of either the LWO or the SCWRO, or both.

C. Where under the LWO Section 10.37.6(d), the CITY'S Designated Administrative Agency has determined (a) that CONTRACTOR is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the CITY in such circumstances may impound monies otherwise due CONTRACTOR in accordance with the following procedures. Impoundment shall mean that from monies due CONTRACTOR, CITY may deduct the amount determined to be due and owing by CONTRACTOR to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether CONTRACTOR is to continue work following an impoundment shall remain in the sole discretion of the CITY. CONTRACTOR may not elect to discontinue work either because there

has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

D. CONTRACTOR shall inform employees making less than Twelve Dollars ($12.00) per hour of their possible right to the federal Earned Income Credit (EIC). CONTRACTOR shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from CONTRACTOR.

PSC- 32. AMERICANS WITH DISABILITIES ACT

CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq., and its implementing regulations. CONTRACTOR 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 the Americans with Disabilities Act. CONTRACTOR will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by CONTRACTOR, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, as amended from time to time, which requires CONTRACTOR to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect CONTRACTOR'S fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, CONTRACTOR pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. CONTRACTOR further agrees to: (1) notify the CITY within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that CONTRACTOR is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the CITY within thirty calendar days of all findings by a government agency or court of competent jurisdiction that CONTRACTOR has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the CITY; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the CITY within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. CONTRACTOR certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than $100,000, if applicable. CONTRACTOR shall not change any of these designated subcontractors, nor shall CONTRACTOR reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld.

PSC-35. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

A. During the performance of the Contract, CONTRACTOR certifies and represents that CONTRACTOR will comply with the EBO.

B. The failure of CONTRACTOR to comply with the EBO will be deemed to be a material breach of this Contract by the CITY.

C. If CONTRACTOR fails to comply with the EBO the CITY may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the CITY. The CITY may also pursue any and all other remedies at law or in equity for any breach.

D. Failure to comply with the EBO may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

E. If the CITY'S Designated Administrative Agency determines that a CONTRACTOR has set up or used its contracting entity for the purpose of evading the intent of the EBO, the CITY may terminate the Contract. Violation of this provision may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

> "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922."

PSC 36. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. CONTRACTOR certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 et seq., of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a Service of Suit clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Living Wage Ordinance and Service Contractor Worker Retention Ordinance

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of $25,000 and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Service Contractor Worker Retention Ordinance (SCWRO). Bidders/Proposers shall refer to the attached "Living Wage Ordinance and Service Contractor Worker Retention Ordinance" for further information regarding the requirement of the ordinances.

Bidders/Proposers who believe that they meet the qualifications for one of the exemptions described in the LWO List of Statutory Exemptions shall apply for exemption from the Ordinance by submitting with their proposal the Bidder/Contractor Application for Non-Coverage or Exemption (Form OCC/LW-10), or the Non-Profit/One-person Contractor Certification of Exemption (OCC/LW-13).

ORDINANCE NO. 172336

An ordinance amending Article 11 to Chapter 1 of Division 10 of the Los Angeles Administrative Code concerning the requirement that nothing less than a prescribed minimum level of compensation (a "living wage") be paid to employees of the City's service contractors, of certain of its lessees and licensees, and of its financial assistance recipients.

THE PEOPLE OF THE CITY OF LOS ANGELES

DO ORDAIN AS FOLLOWS:

Section 1. The Los Angeles Administrative Code is hereby amended by revising Article 11 to Chapter 1 of Division 10 to read as follows:

ARTICLE 11
LIVING WAGE

Sec. 10.37 Legislative Findings

The City awards many contracts to private firms to provide services to the public and to City government. Many lessees or licensees of City property perform services that affect the proprietary interests of City government in that their performance impacts the success of City operations. The City also provides financial assistance and funding to others for the purpose of economic development or job growth. The City expends grant funds under programs created by the federal and state governments. Such expenditures serve to promote the goals established for those programs by such governments and similar goals of the City. The City intends that the policies underlying this article serve to guide the expenditure of such funds to the extent allowed by the laws under which such grant programs are established.

Experience indicates that procurement by contract of services has all too often resulted in the payment by service contractors to their employees of wages at or slightly above the minimum required by federal and state minimum wage laws. Such minimal compensation tends to inhibit the quantity and quality of services rendered by such employees to the City and to the public. Underpaying employees in this way fosters high turnover, absenteeism, and lackluster performance. Conversely, adequate compensation promotes amelioration of these undesirable conditions. Through this article the City intends to require service contractors to provide a minimum level of compensation that will improve the level of services rendered to and for the City.

The inadequate compensation typically paid today also fails to provide service employees with resources sufficient to afford life in Los Angeles. It is unacceptable that contracting decisions involving the expenditure of City funds should foster conditions placing a burden on limited social services. The City, as a principal provider of social support services, has an interest in promoting an employment environment that protects such limited resources. In requiring the payment of a higher minimum level of compensation, this article benefits that interest.

Nothing less than the living wage should be paid by the recipients of City financial assistance themselves. Whether they be engaged in manufacturing or some other line of business, the City does not wish to foster an economic climate where a lesser wage is all that is offered to the working poor. The same adverse social consequences from such inadequate compensation emanate just as readily from manufacturing, for example, as service industries. This article is meant to protect these employees as well.

The City holds a proprietary interest in the work performed by many employees employed by lessees and licensees of City property and by their service contractors and subcontractors. In a very real sense, the success or failure of City operations may turn on the success or failure of these enterprises, for the City has a genuine stake in how the public perceives the services rendered for them by such businesses. Inadequate compensation of these employees adversely impacts the performance by the City's lessee or licensee and thereby does the same for the success of City operations. By the 1998 amendment to this article, recognition is given to the prominence of this interest at those facilities visited by the public on a frequent basis, including but not limited to, terminals at Los Angeles International Airport, Ports O'Call Village in San Pedro, and golf courses and recreation centers operated by the Department of Recreation and Parks. This article is meant to cover all such employees not expressly exempted.

Requiring payment of the living wage serves both proprietary and humanitarian concerns of the City. Primarily because of the latter concern and experience to date regarding the failure of some employers to honor their obligation to pay the living wage, the 1998 amendments introduce additional enforcement mechanisms to ensure compliance with this important obligation. Non-complying employers must now face the prospect of paying civil penalties, but only if they fail to cure non-compliance after having been given formal notice thereof. Where non-payment is the issue, employers who dispute determinations of non-compliance may avoid civil penalties as well by paying into a City holding account the monies in dispute. Employees should not fear retaliation, such as by losing their jobs, simply because they claim their right to the living wage, irrespective of the accuracy of the claim. The 1998 amendments strengthen the prohibition against retaliation to serve as a critical shield against such employer misconduct.

Sec. 10.37.1 Definitions.

The following definitions shall apply throughout this article:

(a) "Awarding authority" means that subordinate or component entity or person of the City (such as a department) or of the financial assistance recipient that awards or is otherwise responsible for the administration of a service contract or proprietary lease or license, or, where there is no such subordinate or component entity or person, then the City or the City financial assistance recipient.

(b) "City" means the City of Los Angeles and all awarding authorities thereof, including those City departments which exercise independent control over their expenditure of funds, but excludes the Community Redevelopment Agency of the City of Los Angeles ("CRA"). The CRA is urged, however, to adopt a policy similar to that set forth in this article.

(c) "City financial assistance recipient" means any person who receives from the City discrete financial assistance for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation, in accordance with the following monetary limitations. Assistance given in the amount of one million dollars ($1,000,000) or more in any twelve-month period shall require compliance with this article for five years from the date such assistance reaches the one million dollar ($1,000,000) threshold. For assistance in any twelve-month period totaling less than one million dollars ($1,000,000) but at least one hundred thousand dollars ($100,000), there shall be compliance for one year if at least one hundred thousand dollars ($100,000) of such assistance is given in what is reasonably contemplated at the time to be on a continuing basis, with the period of compliance beginning when the accrual during such twelve-month period of such continuing assistance reaches the one-hundred thousand dollar ($100,000) threshold.

Categories of such assistance include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. §§ 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

A recipient shall be exempted from application of this article if (1) it is in its first year of existence, in which case the exemption shall last for one (1) year, (2) it employs fewer than five (5) employees for each working day in each of twenty (20) or more calendar weeks in the current or preceding calendar year, or (3) it obtains a waiver as provided herein. A recipient -- who employs the long-term unemployed or provides trainee positions intended to prepare employees for permanent positions, and who claims that compliance with this article would cause an economic hardship -- may apply in writing to the City department or office administering such assistance, which department or office which shall forward such application and its recommended action on it to the City Council. Waivers shall be effected by Council resolution.

(d) "Contractor" means any person that enters into (1) a service contract with the City, (2) a service contract with a proprietary lessee or licensee or sublessee or sublicensee, or (3) a contract with a City financial assistance recipient to assist the recipient in performing the work for which the assistance is being given. Vendors, such as service contractors, of City financial assistance recipients shall not be regarded as contractors except to the extent provided in subsection (f).

(e) "Designated administrative agency (DAA)" means that City department or office designated by Council resolution to bear administrative responsibilities under section 10.37.7. The City Clerk shall maintain a record of such designations.

(f) "Employee" means any person -- who is not a managerial, supervisory, or confidential employee and who is not required to possess an occupational license -- who is employed (1) as a service employee of a contractor or subcontractor on or under the authority of one or more service contracts and who expends any of his or her time thereon, including but not limited to: hotel employees, restaurant, food service or banquet employees; janitorial employees; security guards; parking attendants; nonprofessional health care employees; gardeners; waste management employees; and clerical employees; (2) as a service employee -- of a proprietary lessee or licensee, of a sublessee or sublicensee, or of a service contractor or subcontractor of a proprietary lessee or licensee, or sublessee or sublicensee -- who works on the leased or licensed premises; (3) by a City financial assistance recipient who expends at least half of his or her time on the funded project; or (4) by a service contractor or subcontractor of a City financial assistance recipient and who expends at least half of his or her time on the premises of the City financial assistance recipient directly involved with the activities funded by the City.

(g) "Employer" means any person who is a City financial assistance recipient, contractor, subcontractor, proprietary lessee, proprietary sublessee, proprietary licensee, or proprietary sublicensee and who is required to have a business tax registration certificate by Los Angeles Municipal Code §§ 21.00-21.198 or successor ordinance or, if expressly exempted by the Code from such tax, would otherwise be subject to the tax but for such exemption; provided, however, that corporations organized under § 501(c)(3) of the United States Internal Revenue Code of 1954, 26 U.S.C. §501(c)(3), whose chief executive officer earns a salary which, when calculated on an hourly basis, is less than eight (8) times the lowest wage paid by the corporation, shall be exempted as to all employees other than child care workers.

(h) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(i) "Proprietary lease or license" means a lease or license of City property on which services are rendered by employees of the proprietary lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies: (1) the services are rendered on premises at least a portion of which is visited by substantial numbers of the public on

a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities), (2) any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources, or (3) the DAA has determined in writing that coverage would further the proprietary interests of the City; provided, however, that a proprietary lessee or licensee having annual gross revenues of less than two-hundred thousand dollars ($200,000) from business conducted on the premises and employing no more than seven (7) employees will be exempt from this article, except that for proprietary leases or licenses having a term of more than two (2) years, the exemption shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application. To qualify for this exemption, the proprietary lessee or licensee must provide proof of its gross revenues and number of employees to the awarding authority of the proprietary lease or license as required by regulation. The determination of whether annual gross revenues are less than two-hundred thousand dollars ($200,000) shall be based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation. Such annual gross revenue ceiling of two-hundred thousand dollars ($200,000) shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2(a). A proprietary lessee or licensee shall be deemed to be employing no more than seven (7) employees if its workforce worked an average of no more than one-thousand, two-hundred, and fourteen (12 14) hours per month for at least three-fourths of the time period upon which the revenue limitation is measured. Proprietary "leases" and "licenses" shall be deemed to include subleases and sublicenses. Proprietary "lessees" and "licensees" shall be deemed to include their sublessees and sublicensees.

(j) "Service contract" means a contract let to a contractor by the City primarily for the furnishing of services to or for the City (as opposed to the purchase of goods or other property or the leasing or renting of property) and that involves an expenditure in excess of twenty-five thousand dollars ($25,000) and a contract term of at least three (3) months; but only where any of the following applies: (1) at least some of the services rendered are rendered by employees whose work site is on property owned by the City, (2) the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources, or (3) the DAA has determined in writing that coverage would further the proprietary interests of the City.

(k) "Subcontractor" means any person not an employee that enters into a contract (and that employs employees for such purpose) with (1) a contractor or subcontractor to assist the contractor in performing a service contract or (2) a contractor or subcontractor of a proprietary lessee or licensee or sublessee or sublicensee to perform or assist in performing services on the leased or licensed premises. Vendors, such as service contractors or subcontractors, of City financial assistance recipients shall not be regarded as subcontractors except to the extent provided in subsection (f).

(l) "Willful violation" means that the employer knew of his, her, or its obligations under this article and deliberately failed or refused to comply with its provisions.

Sec. 10.37.2 Payment of Minimum Compensation to Employees

(a) *Wages*

Employers shall pay employees a wage of no less than the hourly rates set under the authority of this article. The initial rates were seven dollars and twenty-five cents ($7.25) per hour with health benefits, as described in this article, or otherwise eight dollars and fifty cents ($8.50) per hour. With the annual adjustment effective July 1, 1998, such rates were adjusted to seven dollars and thirty-nine cents ($7.39) per hour with health benefits and eight dollars and sixty-four cents ($8.64) without. Such rates shall continue to be adjusted annually to correspond with adjustments, if any, to retirement benefits paid to members of the City Employees Retirement System ("CERS"), made by the CERS Board of Administration under $4.1040. The City Administrative Office shall so advise the DAA of any such change by June 1 of each year and of the required new hourly rates, if any. On the basis of such report the DAA shall publish a bulletin announcing the adjusted rates, which shall take effect upon such publication.

(b) *Compensated days off*

Employers shall provide at least twelve (12) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request. Employers shall also permit employees to take at least an additional ten (10) days a year of uncompensated time to be used for sick leave for the illness of the employee or a member of his or her immediate family where the employee has exhausted his or her compensated days off for that year.

Sec. 10.37.3 Health Benefits

Health benefits required by this article shall consist of the payment of at least one dollar and twenty-five cents ($1.25) per hour towards the provision of health care benefits for employees and their dependents. Proof of the provision of such benefits must be submitted to the awarding authority to qualify for the wage rate in section 10.37.2(a) for employees with health benefits.

Sec. 10.37.4 Notifying Employees of their Potential Right to the Federal Earned Income Credit

Employers shall inform employees making less than twelve dollars ($12) per hour of their possible right to the federal Earned Income Credit ("EIC") under § 32 of the Internal Revenue Code of 1954, 26 U.S.C. $32, and shall make available to employees forms informing them about the EIC and forms required to secure advance EIC payments from the employer.

Sec. 10.37.5 Retaliation Prohibited

Neither an employer, as defined in this article, nor any other person employing individuals shall discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with this article, for opposing any practice proscribed by this article, for participating in proceedings related to this article, for seeking to enforce his or her rights under this article by any lawful means, or for otherwise asserting rights under this article.

Sec. 10.37.6 Enforcement

(a) An employee claiming violation of this article may bring an action in the Municipal Court or Superior Court of the State of California, as appropriate, against an employer and may be awarded:

(1) For failure to pay wages required by this article -- back pay for each day during which the violation continued.

(2) For failure to pay medical benefits -- the differential between the wage required by this article without benefits and such wage with benefits, less amounts paid, if any, toward medical benefits.

(3) For retaliation -- reinstatement, back pay, or other equitable relief the court may deem appropriate.

(4) For willful violations, the amount of monies to be paid under (1) - (3) shall be trebled.

(b) The court shall award reasonable attorney's fees and costs to an employee who prevails in any such enforcement action and to an employer who so prevails if the employee's suit was frivolous.

(c) Compliance with this article shall be required in all City contracts to which it applies, and such contracts shall provide that violation of this article shall constitute a material breach thereof and entitle the City to terminate the contract and otherwise pursue legal remedies that may be available. Such contracts shall also include a pledge that there shall be compliance with federal law proscribing retaliation for union organizing.

(d) An employee claiming violation of this article may report such claimed violation to the DAA which shall investigate such complaint. Whether based upon such a complaint or otherwise, where the DAA has determined that an employer has violated this article, the DAA shall issue a written notice to the employer that the violation is to be corrected within ten (10) days. In the event that the employer has not demonstrated to the DAA within such period that it has cured such violation, the DAA may then:

(1) Request the awarding authority to declare a material breach of the service contract, proprietary lease or license, or financial assistance agreement and exercise its contractual remedies thereunder, which are to include, but not be limited to, termination of the service contract, proprietary lease or license, or financial assistance agreement and the return of monies paid by the City for services not yet rendered.

(2) Request the City Council to debar the employer from future City contracts, leases, and licenses for three (3) years or until all penalties and restitution have been fully paid, whichever occurs last. Such debarment shall be to the extent permitted by, and under whatever procedures may be required by, law.

(3) Request the City Attorney to bring a civil action against the employer seeking:

(i) Where applicable, payment of all unpaid wages or health premiums prescribed by this article; and/or

(ii) A fine payable to the City in the amount of up to one hundred dollars ($100) for each violation for each day the violation remains uncured.

Where the alleged violation concerns non-payment of wages or health premiums, the employer will not be subject to debarment or civil penalties if it pays the monies in dispute into a holding account maintained by the City for such purpose. Such disputed monies shall be presented to a neutral arbitrator for binding arbitration. The arbitrator shall determine whether such monies shall be disbursed, in whole or in part, to the employer or to the employees in question. Regulations promulgated by the DAA shall establish the framework and procedures of such arbitration process. The cost of arbitration shah be borne by the City, unless the arbitrator determines that the employer's position in the matter is frivolous, in which event the arbitrator shall assess the employer for the full cost of the arbitration. Interest earned by the City on monies held in the holding account shall be added to the principal sum deposited, and the monies shall be disbursed in accordance with the arbitration award. A service charge for the cost of account maintenance and service may be deducted therefrom.

(e) Notwithstanding any provision of this Code or any other ordinance to the contrary, no criminal penalties shall attach for violation of this article.

Sec. 10.37.7 Administration

The City Council shall by resolution designate a department or office, which shall promulgate rules for implementation of this article and otherwise coordinate administration of the requirements of this article ("designated administrative agency" - DAA). The DAA shall monitor compliance,

including the investigation of claimed violations, and shall promulgate implementing regulations consistent with this article. The DAA shall also issue determinations that persons are City financial assistance recipients, that particular contracts shall be regarded as "service contracts" for purposes of section 10.37.1(j), and that particular leases and licenses shall be regarded as "proprietary leases" or "proprietary licenses" for purposes of section 10.37.1(i), when it receives an application for a determination of non-coverage or exemption as provided for in section 10.37.13. The DAA shall also establish employer reporting requirements on employee compensation and on notification about and usage of the federal Earned Income Credit referred to in § 10.37.4. The DAA shall report on compliance to the City Council no less frequently than annually.

During the first, third, and seventh years of this article's operation since May 5, 1997, and every third year thereafter, the Chief Administrative Officer and the Chief Legislative Analyst shall conduct or commission an evaluation of this article's operation and effects. The evaluation shall specifically address at least the following matters: (a) how extensively affected employers are complying with the article; (b) how the article is affecting the workforce composition of affected employers; (c) how the article is affecting productivity and service quality of affected employers; (d) how the additional costs of the article have been distributed among workers, their employers, and the City. Within ninety days of the adoption of this article, these offices shall develop detailed plans for evaluation, including a determination of what current and future data will be needed for effective evaluation.

Sec. 10.37.8 Exclusion of Service Contracts from Competitive Bidding Requirement

Service contracts otherwise subject to competitive bid shall be let by competitive bid if they involve the expenditure of at least two-million dollars ($2,000,000). Charter § 387 shall not be applicable to service contracts.

Sec. 10.37.9 Coexistence with Other Available Relief for Specific Deprivations of Protected Rights

This article shall not be construed to limit an employee's right to bring legal action for violation of other minimum compensation laws.

Sec. 10.37.10 Expenditures Covered

This article shall apply to the expenditure -- whether through aid to City financial assistance recipients, service contracts let by the City, or service contracts let by its financial assistance recipients -- of funds entirely within the City's control and to other funds, such as federal or state grant funds, where the application of this article is consonant with the laws authorizing the City to expend such other funds.

Sec. 10.37.11 Timing of Application

(a) Original 1997 ordinance.

The provisions of this article as enacted by City ordinance no. 171,547, effective May 5, 1997, shall apply to (1) contracts consummated and financial assistance provided after such date, (2) contract amendments consummated after such date and before the effective date of the 1998 ordinance which themselves met the requirements of former section 10.37.1(h) (definition of "service contract") or which extended contract duration, and (3) supplemental financial assistance provided after May 5, 1997 and before the effective date of the 1998 ordinance which itself met the requirements of section 10.37.1(c).

(b) 1998 amendment.

The provisions of this article as amended by the 1998 ordinance shall apply to (1) service contracts, proprietary leases or licenses, and financial assistance agreements consummated after the effective date of such ordinance and (2) amendments, consummated after the effective date of such ordinance, to service contracts, proprietary leases or licenses, and financial assistance agreements that provide additional monies or which extend term.

Sec. 10.37.12 Supersession by Collective Bargaining Agreement

Parties subject to this article may by collective bargaining agreement provide that such agreement shall supersede the requirements of this article.

Sec. 10.37.13 Liberal Interpretation of Coverage; Rebuttable Presumption of Coverage

The definitions of "City financial assistance recipient" in section 10.37.1(c), of "proprietary lease or license" in section 10.37.1(i), and of "service contract" in section 10.37.1(j) shall be liberally interpreted so as to further the policy objectives of this article. All recipients of City financial assistance meeting the monetary thresholds of section 10.37.1(c), all City leases and licenses (including subleases and sublicenses) where the City is the lessor or licensor, and all City contracts providing for services that are more than incidental, shall be presumed to meet the corresponding definition just mentioned, subject, however, to a determination by the DAA of non-coverage or exemption on any basis allowed by this article, including, but not limited to, non-coverage for failure to satisfy such definition. The DAA shall by regulation establish procedures for informing persons engaging in such transactions with the City of their opportunity to apply for a determination of non-coverage or exemption and procedures for making determinations on such applications.

Sec. 10.37.14 Severability

If any provision of this article is declared legally invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

Sec. 2. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoingg ordinance was passed by the Council of the City of Los Angeles, at its meeting of NOV 25 1998.

J. Michael Carey, City Clerk

By Maria Kostenko
Deputy

Approved _____

_____
Mayor

Approved as to Form and Legality

_____
JAMES K. HAHN, City Attorney

BY _____
FREDERICK N. MERKIN
Senior Assistant City Attorney

Said ordinance was presented to the Mayor on NOV 30 1998; the Mayor returned said ordinance to the City Clerk on DEC 11 1998 without his approval or his objections in writing, being more than ten days after the same was presented to the Mayor.

Said ordinance shall become effective and be as valid as if the Mayor had approved and signed it. (Sec. 30, City Charter)

C.F. 96-1111-S1

ORDINANCE NO. 171004

An ordinance amending Article 10 of Chapter 1 of Division 10 of the Los Angeles Administrative Code, the Service Contractor Worker Retention Ordinance, to make certain modifications and clarifications:

THE PEOPLE OF THE CITY OF LOS ANGELES

DO ORDAIN AS FOLLOWS:

Section 1. The Los Angeles Administrative Code is hereby amended by amending Article 1.0 to Chapter 1 of Division 10 to read as follows:

ARTICLE 10
SERVICE CONTRACTOR WORKER RETENTION

Sec. 10.36 Findings and Statement of Policy.

The City awards many contracts to private firms to provide services to the public and to City government. The City awards many contracts to private firms to provide services to the public and to City government. The City also provides financial assistance and funding to others for the purpose of economic development or job growth. At the conclusion of the terms of a service contract with the City or with those receiving financial assistance from the City, competition results in the awarding of a service contract to what may be a different contractor. These new contracts often involve anticipated changes in different managerial skills, new technology or techniques, new themes or presentations, or lower costs.

The City expends grant funds under programs created by the federal and state governments. Such expenditures serve to promote the goals established for those programs by such governments and similar goals of the City. The City intends that the policies underlying this article serve to guide the expenditure of such funds to the extent allowed by the laws under which such grant programs are established.

Despite desired changes through the process of entering into new contracts, it is the experience of the City that reasons for change do not necessarily include a need to replace workers presently performing services who already have useful knowledge about the workplace where the services are performed.

Incumbent workers have already invaluable knowledge and experience with the work schedules, practices, and clients. The benefits of replacing these workers without such experiences decreases efficiency and results in a disservice to City and City financed or assisted projects.

Retaining existing service workers when a change in contractors occurs reduces the likelihood of labor disputes and disruptions. The reduction of the likelihood of labor disputes and disruptions results in the assured continuity of services to citizens who receive services provided by the City or by City financed or assisted projects.

It is unacceptable that contracting decisions involving the expenditure of City funds should have any potential effect of creating unemployment and the consequential need for social services. The City, as a principal provider of social support services, has an interest in the stability of employment under contracts with the City or by those receiving financial assistance from the City. The retention of existing workers benefits that interest.

Sec. 10.36.1. Definitions.

The following definitions shall apply throughout this article:

(a) "Awarding authority" means that subordinate or component entity or person of the City (such as a department) or of the financial assistance recipient that awards or is otherwise responsible for the administration of a service contract or, if none, then the City or the City financial assistance recipient.

(b) "City" means the City of Los Angeles and all awarding authorities thereof, including those City departments which exercise independent control over their expenditure of funds, but excludes the Community Redevelopment Agency of the City of Los Angeles.

(c) "City financial assistance recipient" means any person that receives from the City discrete financial assistance expressly articulated and identified by the City in excess of one hundred thousand dollars ($100,000), such as, through bond financing, planning assistance, tax increment financing, tax credits, or any other form of financial assistance if the purpose of such other form of assistance is economic development or job growth; provided, however, that corporations organized under Section § 501(c)(3) of the United States Internal Revenue Code of 1954, 26 U.S.C. § 501(c)(3), with annual operating budgets of less than five million dollars ($5,000,000) or that regularly employ homeless persons, persons who are chronically unemployed,

or persons receiving public assistance, shall be exempt.

(d) "Contractor" means any person that enters into a service contract with the City or a City financial assistance recipient.

(e) "Employee" means any person employed as a service employee of a contractor or subcontractor earning less than fifteen dollars ($15.00) per hour in salary or wage whose primary place of employment is in the City on or under the authority of a service contract and including but not limited to: hotel employees, restaurant, food service or banquet employees; janitorial employees; security guards; parking attendants; nonprofessional health care employees; gardeners; waste management employees; and clerical employees; and does not include a person who is (1) a managerial, supervisory, or confidential employees, or (2) required to possess an occupational license.

(f) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(g) "Service contract" means a contract let to a contractor by the City or a City financial assistance recipient primarily for the furnishing of services to or for the City or financial assistance recipient (as opposed to the purchase of goods or other property) and that involves an expenditure or receipt in excess of twenty-five thousand dollars ($25,000) and a contract term of at least three months.

(h) "Subcontractor" means any person not an employee that enters into a contract with a contractor to assist the contractor in performing a service contract and that employs employees for such purpose.

(i) "Successor service contract" means a service contract where the services to be performed are substantially similar to a service contract that has been recently terminated.

Sec. 10.36.2. Transition Employment Period.

(a) Where an awarding authority has given notice that a service contract has been terminated, or where a service contractor has given notice of such termination, upon receiving or giving such notice, as the case may be, the terminated contractor shall within ten (10) days thereafter provide to the successor contractor the name, address, date of hire, and employment occupation classification of each employee in employment, of itself or subcontractors, at the time of contract termination. If the terminated contractor

has not learned the identity of the successor contractor, if any, by the time that notice was given of contract termination, the terminated contractor shall obtain such information from the awarding authority. If a successor service contract has not been awarded by the end of the ten (10)-day period, the employment information referred to earlier in this subsection shall be provided to the awarding authority at such time. Where a subcontract of a service contract has been terminated prior to the termination of the service contract, the terminated subcontractor shall for purposes of this article be deemed a terminated contractor.

(1) Where a service contract or contracts are being let where the same or similar services were rendered by under multiple service contracts, the City or City financial aid recipient shall pool the employees, ordered by seniority within job classification, under such prior contracts.

(2) Where the use of subcontractors has occurred under the terminated contract or where the use of subcontractors is to be permitted under the successor contract, or where both circumstances arise, the City or City financial assistance recipient shall pool, when applicable, the employees, ordered by seniority within job classification, under such prior contracts or subcontracts where required by and in accordance with rules authorized by this article.

(b) A successor contractor shall retain, for a ninety (90)-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding twelve (12) months or longer. Where pooling of employees has occurred, the successor contractor shall draw from such pools in accordance with rules established under this article. During such ninety (90)-day period, employees so hired shall be employed under the terms and conditions established by the successor contractor (or subcontractor) or as required by law.

(c) If at anytime the successor contractor determines that fewer employees are required to perform the new service contract than were required by the terminated contractor (and subcontractors, if any), the successor contractor shall retain employees by seniority within job classification.

(d) During such ninety (90)-day period, the successor contractor (or subcontractor, where applicable) shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor (or subcontractor) from which the successor contractor (or subcontractor) shall hire additional employees.

(e) Except as provided in subsection (c) of this section, during such ninety (90)-day period the successor contractor (or subcontractor, where applicable) shall not discharge without cause an employee retained pursuant to this article. "Cause" for this purpose shall include, but not be limited to, the employee's conduct while in the employ of the terminated contractor or subcontractor that contributed to any decision to terminate the contract or subcontract for fraud or poor performance.

(f) At the end of such ninety (90)-day period, the successor contractor (or subcontractor, where applicable) shall perform a written performance evaluation for each employee retained pursuant to this article. If the employee's performance during such ninety (90)-day period is satisfactory, the successor contractor (or subcontractor) shall offer the employee continued employment under the terms and conditions established by the successor contractor (or subcontractor) or as required by law.(d) During such ninety (90)-day period, the successor contractor shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor from which the successor contractor shall hire additional employees.

Sec. 10.36.3. Enforcement.

(a) An employee who has been discharged in violation of this article by a successor contractor or its subcontractor may bring an action in the Municipal Court or Superior Court of the State of California, as appropriate, against the successor contractor and, where applicable, its subcontractor, and may be awarded:

(1) Back pay for each day during which the violation continues, which shall be calculated at a rate of compensation not less than the higher of:

(A) The average regular rate of pay received by the employee during the last 3 years of the employee's employment in the same occupation classification; or

(B) The final regular rate received by the employee.

(2) Costs of benefits the successor contractor would have incurred for the employee under the successor contractor's (or subcontractor's, where applicable) benefit plan.

(b) If the employee is the prevailing party in any such legal action, the court shall award reasonable attorney's fees and costs as part of the costs recoverable.

(c) Compliance with this article shall be required in all City contracts to which it applies, and such contracts shall provide that violation of this article shall entitle the City to terminate the contract and otherwise pursue legal remedies that may be available.

(d) Notwithstanding any provision of this Code or any other ordinance to the contrary, no criminal penalties shall attach for any violation of this article.

Sec. 10.36.4. Exemption for Sucessor Contractor or Subcontractor's Prior Employees.

An awarding authority shall upon application by a contractor or subcontractor exempt from the requirements of this article a person employed by the contractor or subcontractor continuously for at least twelve (12) months prior to the commencement of the successor service contract or subcontract who is proposed to work on such contract or subcontract as an employee in a capacity similar to such prior employment, where the application demonstrates that (a) the person would otherwise be laid off work and (b) his or her retention would appear to be helpful to the contractor or subcontractor in performing the successor contract or subcontract. Once a person so exempted commences work under a service contract or subcontract, he or she shall be deemed an employee as defined in Section 10.36.1(e) of this Code.

Sec. 10.36.5. Coexistence with Other Available Relief for Specific Deprivations of Protected Rights.

This article shall not be construed to limit an employee's right to bring legal action for wrongful termination.

Sec. 10.36.6. Expenditures Covered by this Article.

This article shall apply to the expenditure, whether through service contracts let by the City or by its financial assistance recipients, of funds entirely within the City's control and to other funds, such as federal or state grant funds, where the application of this article is consonant with the laws authorizing the City to expend such other funds. As to any grant or similar program, this article shall become applicable to the funds authorized by such program if and only if the City Attorney's Office has obtained from the tiding government either an opinion or other determination indicating such consonance or a judgment of compliance from a court of law or other tribunal, which procurement has been reported in writing by such Office to the City Council by a letter to the City Clerk.

Sec. 10.36.7. Article Applicable to New Contracts and City Financial Assistance; Cooperative Retroactivity as to Con tracts and Financial Assistance Occurring After the Original Ordinance and Prior to the Revision.

The provisions of this article shall apply to contracts consummated and financial assistance provided after the effective date of the ordinance amending this article. As for contracts consummated and financial assistance provided after the original version of this article took effect on January 13, 1996 (by City ordinance no. 170,784) and prior to the effective date of this ordinance, the City directs its appointing authorities and urges others affected to use their best efforts to work cooperatively so as to allow application of this ordinance, rather than its predecessor, to service contracts let during such period. No abrogation of contract or other rights created by the original ordinance, absent consent to do so, shall be effected by the retroactive application of this revision.

Sec. 10.36.8. Promulgation of Implementing Rules.

The City Council shall by resolution designate a department or office, which shall promulgate rules for implementation of this article and otherwise coordinate administration of the requirements of this article.

Sec. 10.36.8. Promulgation of Implementing Rules.

The City Council shall by resolution designate a department or office, which shall promulgate rules for implementation of this article and otherwise coordinate administration of the requirements of this article.

Sec. 10.36.9. Severability.

If any severable provision or provisions of this article or any application thereof is held invalid, such invalidity shall not affect other provisions or applications of the article that can be given effect notwithstanding such invalidity.

contremp.031

Sec 2. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles, at its meeting of MAR 27 1996

ELIAS MARTINEZ, City Clerk,

By ..... , Deputy.

Approved APR 0 8 1996

..... Mayor.

Approved as to Form and Legality

.....
JAMES K. HAHN, City Attorney,

By .....
Deputy.

File No. 95-0654-S2

City Clerk Form 23

CITY OF LOS ANGELES
LIVING WAGE ORDINANCE
(Los Angeles Administrative Code Section 10.37 et seq.)

1. What is the Living Wage Ordinance?

The Living Wage Ordinance (LWO) requires employers who have agreements with the City to pay their employees at least a minimum "living wage" and to provide certain benefits. If the agreement is subject to the LWO, the employer must do the following:

- Pay employees working on the subject agreement a wage rate that is at least equal to the "living wage" rate. The "living wage" is adjusted annually and becomes effective July 1 of each year. Employers can obtain information about the living wage rate currently in effect by going to Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website at www.lacity.org/bca/OCCmain.html.
- Provide employees with at least 12 paid days off per year for sick leave, vacation, or personal necessity; and at least 10 unpaid sick days off per year.
- Tell employees who make less than $12.00 per hour that they may qualify for the federal Earned Income Tax Credit and provide them with the forms required to apply for the credit.
- Cooperate with the City by providing access to the work site and to payroll and related documents so that the City can determine if the employer is complying with the LWO.
- Pledge to comply with federal laws prohibiting an employer from retaliating against employees for union organizing.
- Not retaliate against any employee who makes claims about non-compliance with the LWO.

2. When was the Ordinance adopted?

The LWO was adopted in May, 1997 and amended in January, 1999.

3. What types of agreements are subject to the Ordinance?

Generally, the LWO covers the following types of agreements:

- An agreement in an amount over $25,000.00 and for at least three months in which an employer will provide services to or for the City.
- An agreement for the lease or license of City property if the service being performed on the property is something that City employees would otherwise do.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement in which the City gives financial assistance for the purpose of promoting economic development or job growth.
- An agreement in which the City determines that applying the LWO would be in the best interest of the City.

4. Is an agreement subject to the LWO if it was entered into before May, 1997?

Agreements executed after May, 1997 are subject to the LWO. An agreement entered into before May, 1997 may become subject to LWO if it is later amended or modified in order to add time or money to the original agreement.

5. Are there any requirements that would apply to an employer who does not have an agreement with City that is subject to the LWO?

All employers are required to comply with the LWO's prohibition against retaliation, even if the employer does not have an agreement with the City that is subject to the Ordinance.

6. Are all employees covered by the Ordinance?

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7. Are an employer's subcontractors subject to the requirements of the Ordinance?

A subcontractor may be covered by the Ordinance if the subcontractor performs work on the subject agreement. If so, the subcontractor must also comply with the requirements of the LWO, including all reporting requirements. The prime contractor is responsible for the making sure that the subcontractor complies with the LWO.

8. What happens if an employer is found to be in violation of the Ordinance?

Payments due may be withheld. Also, the employer may be deemed to be in material breach of the agreement. When that happens, the City may take the following steps:

- Terminate the agreement and pursue all available contractual remedies.
- Debar the employer from doing business with the City for three (3) years or until all penalties and restitution have been fully paid, whichever occurs last.
- Bring a lawsuit against the employer for all unpaid wages and health benefit premiums and/or seek a fine of up to one hundred dollars ($100.00) for each day the violation remains uncorrected.

9. What if a subcontractor is found to be in violation of the Ordinance?

Because the prime contractor is responsible for making sure that all its subcontractors comply with the LWO, the sanctions listed in answer #8 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

10. What can an employee do if an employer is in violation of the Ordinance?

The employee can submit a complaint to the Office Contract Compliance which will investigate the complaint. Also, the employee can bring his or her own lawsuit against the employer for:

- Back pay for failing to pay the correct wages or correct health benefit premiums.
- Reinstatement and back pay for retaliation.
- Triple the amount of the back pay that is owed if the violation was found by the court to be willful.

11. Are there any exemptions available under the Ordinance?

An employer may apply for an exemption based on the following categories:

- Service agreements that are less than 3 months or $25,000 or less.
- Agreements for the purchase of goods, property, or the leasing of property (with City as the lessee).
- Construction contracts that do not meet the definition of a service agreement.
- Employees who are required to have an occupational license in order to provide services to or for the City are exempt.
- Employers who are party to a collective bargaining agreement (CBA) that has language stating that the CBA shall supersede the LWO.
- Financial assistance recipients who meet the requirements stated in Section 10.37.1(c) of the LWO.
- Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code, Section 501(c)(3) whose chief executive officer's hourly wage rate is less than eight times the hourly wage rate of the lowest paid worker are be exempt. However, this exemption does not apply to child care workers.
- Lessees or licensees who have no more than a total of seven employees and who have annual gross revenue of less than $454, 016 (effective July 1, 2009). The qualifying annual gross revenue is adjusted every July.
- One-person contractors, lessees, licensees or financial assistance recipients who employ no workers.
- Agreements that involve other governmental entities.

12. Who is responsible for the administration and enforcement of the Ordinance?

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway Street, Suite 300, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, or go to the Office of Contract Compliance website at http://bca.lacity.org.

City of Los Angeles
CALIFORNIA

Antonio Villaraigosa
MAYOR

CURRENT AND PRIOR LIVING WAGE RATES

EFFECTIVE DATES	CASH WAGE + HEALTH BENEFITS (HB)	FULL CASH WAGE
July 1, 2010 - June 30, 2011	No Increase*	
July 1, 2009 - June 30, 2010	$10.30 + $1.25 per hour in HB	$11.55 per hour
July 1, 2008 - June 30, 2009	$10.00 + $1.25 per hour in HB	$11.25 per hour
July 1, 2007 - June 30, 2008	$9.71 + $1.25 per hour in HB	$10.96 per hour
July 1, 2006 - June 30, 2007	$9.39 + $1.25 per hour in HB	$10.64 per hour
July 1, 2005 - June 30, 2006	$9.08 + $1.25 per hour in HB	$10.33 per hour
July 1, 2004 - June 30, 2005	$8.78 + $1.25 per hour in HB	$10.03 per hour
July 1, 2003 - June 30, 2004	$8.53 + $1.25 per hour in HB	$9.78 per hour
July 1, 2002 - June 30, 2003	$8.27 + $1.25 per hour in HB	$9.52 per hour
July 1, 2001 - June 30, 2002	$7.99 + $1.25 per hour in HB	$9.24 per hour
July 1, 2000 - June 30, 2001	$7.72 + $1.25 per hour in HB	$8.97 per hour
July 1, 1999 - June 30, 2000	$7.51 + $1.25 per hour in HB	$8.76 per hour
July 1, 1998 - June 30, 1999	$7.39 + $1.25 per hour in HB	$8.64 per hour
July 1, 1997 - June 30, 1998	$7.25 + $1.25 per hour in HB	$8.50 per hour

* The CPI applicable to the COLA for the July 2010 annual adjustment is -0.8% thereby resulting in a 0% adjustment to the Living Wage rate. Consequently, the rate remains unchanged.

For additional information or assistance, call:

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
Phone: (213) 847-2625 – Fax: (213) 847-2777

Rev. 6/10

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

LW-5

LWO/SCWRO – SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM

REQUIRED DOCUMENTATION FOR ALL SUBCONTRACTS SUBJECT TO LWO

This form must be signed within 90 DAYS of the execution of the subcontract and RETAINED by the PRIME CONTRACTOR.

TO BE FILLED OUT BY THE PRIME CONTRACTOR:

1. Company Name: INTEGRITY ENVIRONMENTAL Company Phone Number: (949) 586-1414
2. Company Address: 130 Vantis #130, Aliso Viejo, CA 92656
3. Awarding Department: GSD - CE
4. Project Name: Asbestos, Lead, Mold and other hazardous material assessment

IF A SUBCONTRACTOR FAILS TO COMPLETE AND SUBMIT THIS FORM TO PRIME CONTRACTOR ON THE CITY CONTRACT, THE PRIME CONTRACTOR MAY BE DEEMED TO BE IN VIOLATION OF THE LWO AND SCWRO FOR FAILING TO ENSURE ITS SUBCONTRACTOR'S COMPLIANCE WITH THE ORDINANCES. THIS MAY RESULT IN WITHHOLDING OF PAYMENTS DUE THE PRIME CONTRACTOR, OR TERMINATION OF THE PRIME CONTRACTOR'S AGREEMENT WITH THE CITY.

THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING:

THE LIVING WAGE ORDINANCE (LWO) REQUIRES:

That a subcontractor (including a sublessee, a sublicensee, or a service contractor to a City financial assistance recipient) that works on or under the authority of an agreement subject to the Service Contractor Worker Retention Ordinance (SCWRO) and Living Wage Ordinance (LWO) must comply with all applicable provisions of the Ordinances unless specifically approved for an exemption.

THE SERVICE CONTRACTOR WORKER RETENTION ORDINANCE (SCWRO) REQUIRES:

In case of a successor service contractor, a successor prime contractor and its subcontractors shall retain for a 90-day transition employment period, certain employees who have been employed by the terminated prime contractor and its subcontractor, if any, for the preceding 12 months or longer. Refer to the SCRWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website - http://bca.lacity.org, for details regarding the wage and benefit requirements of the Ordinance.

THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

- As of July 1, 2009 a wage of at least $10.30 per hour with health benefits of $1.25 per hour, or $11.55 per hour without health benefits (to be adjusted annually) (Regulation #4);
- At least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4);
- At least 10 additional days off per year of uncompensated time off for sick leave (pro-rated for part-time employees) (Regulation #4); and
- Making less than $12.00 per hour information of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City.
- Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website - http://bca.lacity.org, for details regarding the wage and benefit requirements of the Ordinance.

TO BE FILLED OUT BY THE SUBCONTRACTOR:

1. Company Name: _____ Company Phone Number: _____
2. Company Address: _____
3. Type of Service Provided by Subcontractor to Prime: _____
4. Amount of Subcontract: _____ Subcontract Start Date: __/__/__ End Date: __/__/__

By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the SCWRO, LWO, and their Implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations.

Print Name of Person Completing This Form		Signature of Person Completing This Form
Title	Phone #	Date

Form OCC/LW-5, Rev. 6/09 — OFFICE OF CONTRACT COMPLIANCE, EEOE SECTION: (213) 847-2625

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

LWO – SUBCONTRACTOR INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the AWARDING DEPARTMENT within 30 DAYS of contract execution. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

SECTION I: CONTRACTOR INFORMATION

1) Company Name: Integrity Environ. Contact Person: Masoud Rahdar Phone Number: (949) 586-1414
2) Do you have subcontractors working on this City contract? ☒ Yes ☐ No
If NO, This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDING DEPARTMENT
If YES, a) **STATE** the number of your subcontractors ON THIS CITY CONTRACT: 3
b) Fill in PART A for EACH subcontractor in Section II, continue to Section III & IV (if applicable), AND SIGN Section V.

SECTION II: SUBCONTRACTOR INFORMATION

PART A	PART B: CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					
	I 501 (c)(3)[1]	II One-Person Contractor[2]	III CBA[3]	IV Construction License[4]	V Small Business[5]	VI Gov. entity[6]
1. Subcontractor Name: American Trade & Technical Enterprises 2. Contact Person: Ibrahim Sobeih Phone #: (714) 451-2055 3. Address: 10521 Fern Ave., Stanton, CA 90680 4. Purpose of Subcontract: IH Services & Training 5. Amount of Subcontract: $ 10,000 6. Term: Start Date 11/1/10 End Date 11/1/13 7. Does the subcontract exceed $25,000? ☐ Yes ☒ No 8. Is the length of the subcontract at least three (3) months? ☒ Yes ☐ No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.	☐	☒	☐	☐	☐	☐
1. Subcontractor Name: EMS Laboratories 2. Contact Person: Bernadine Kolk Phone #: (626) 568-4065 3. Address: 117 W. Bellevue Dr., Pasadena, CA 91105 4. Purpose of Subcontract: Environmental Lab Svcs 5. Amount of Subcontract: $ 25,000 6. Term: Start Date 11/1/10 End Date 11/1/13 7. Does the subcontract exceed $25,000? ☐ Yes ☒ No 8. Is the length of the subcontract at least three (3) months? ☒ Yes ☐ No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.	☐	☐	☐	☐	☒	☐
1. Subcontractor Name: Americ'sci California 2. Contact Person: Glenn Massey Phone #: (310) 834-4868 3. Address: 24416 S. Main St. #308, Carson, CA 90745 4. Purpose of Subcontract: Environmental Lab Svcs. 5. Amount of Subcontract: $ 40,000 6. Term: Start Date 11/1/10 End Date 11/1/13 7. Does the subcontract exceed $25,000? ☒ Yes ☐ No 8. Is the length of the subcontract at least three (3) months? ☒ Yes ☐ No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.	☐	☐	☐	☐	☒	☐

SECTION II: SUBCONTRACTOR INFORMATION (continued)

PART A	PART B CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					
	I 501 (c)(3)[1]	II One-Person Contractor[2]	III CBA[3]	IV Occupational License[4]	V Small Business[5]	VI Gov. entity[6]
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: $_____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed $25,000? ☐ Yes ☐ No 8. Is the length of the subcontract at least three (3) months? ☐ Yes ☐ No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.	☐	☐	☐	☐	☐	☐
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: $_____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed $25,000? ☐ Yes ☐ No 8. Is the length of the subcontract at least three (3) months? ☐ Yes ☐ No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.	☐	☐	☐	☐	☐	☐

SECTION III: SUBCONTRACTS SUBJECT TO THE LWO (AND MAY BE ELIGIBLE FOR EXEMPTIONS)

1) If you checked off any boxes in Part B, your Subcontractor(s) is subject to the LWO, but may qualify for an LWO exemption. Review the exemptions below, and have your subcontractor fill out the form in the corresponding right-hand column. Continue to Section V, and submit this form and all supporting documentation to the Awarding Department for approval.

2) If you did NOT check any boxes in Part B or your subs DO NOT qualify for an exemption, Continue to Section IV.

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
One-person contractors, lessee, licensee 501(c)(3) non-profit organization	LW 13 – Departmental Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
Occupational license required Collective bargaining agreement w/supersession language	LW 10 – OCC Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
Small Business	LW 26 – Small Business Exemption Form (English & Spanish) http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
Governmental Entity	NONE REQUIRED.

SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)

Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office.

1) Employee Information Form	LW 6 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
2) Subcontractor Information Form	LW 18 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
3) Subcontractor Declaration of Compliance Form (retain)	LW 5 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm

SECTION V: SIGNATURE

I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Print Name of Person Completing This Form	Signature of Person Completing This Form
Massoud Rahdari	Massoud Rahdari
Title	**Phone #**	**Date**
President	(949) 586-1414	9/3/2010

AWARDING DEPARTMENT USE ONLY:

Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____

Form OCC/LW-18, Rev. 6/09

OFFICE OF CONTRACT COMPLIANCE, EEOE SECTION: (213) 847-2625

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

ORDINANCE NO. 175115

An ordinance amending Section 10.8.2.1 of the Los Angeles Administrative Code in its entirety to clarify tl requirement that City contractors shall not discriminate in the provision of employee benefits between employe with spouses and employees with domestic partners.

THE PEOPLE OF THE CITY OF LOS ANGELES DO ORDAIN AS FOLLOWS:

Section 1. Section 10.8.2.1 of the Los Angeles Administrative Code is amended to read:
Sec. 10.8.2.1. Equal Benefits Ordinance.

(a) **Legislative Findings.** The City awards many contracts to private firms to provide services to the public ar to City government. Many City contractors and subcontractors perform services that affect the proprietary interes of City government in that their performance impacts the success of City operations. The City holds a proprieta interest in the work performed by many employees employed by City contractors and subcontractors. In a ve real sense, the success or failure of City operations may turn on the success or failure of these enterprises, f the City has a genuine stake in how the public perceives the services rendered for them by these businesses.

Discrimination in the provision of employee benefits between employees with domestic partners and employe with spouses results in unequal pay for equal work. Los Angeles law prohibits entities doing business with the Ci from discriminating in employment practices based on marital status and/or sexual orientation. The City departments and contracting agents are required to place in all City contracts a provision that the compar choosing to do business with the City agrees to comply with the City's nondiscrimination laws.

It is the City's intent, through the contracting practices outlined in this Ordinance, to assure that those compani wanting to do business with the City will equalize the total compensation between similarly situated employe with spouses and with domestic partners. The provisions of this Ordinance are designed to ensure that the City contractors will maintain a competitive advantage in recruiting and retaining capable employees, therel improving the quality of the goods and services the City and its people receive, and ensuring protection of tl City's property.

(b) **Definitions.** For purposes of the Equal Benefits Ordinance only, the following shall apply.

(1) **Awarding Authority** means any Board or Commission of the City, or any employee or officer of tl City, that is authorized to award or enter into any Contract, as defined in this ordinance, on behalf the City, and shall include departments having control of their own funds and which adopt polici consonant with the provisions of the Equal Benefits Ordinance.

(2) **Benefits** means any plan, program or policy provided or offered by a Contractor to its employees a part of the employer's total compensation package. This includes but is not limited to the followi types of benefits: bereavement leave, family medical leave, health benefits, membership membership discounts, moving expenses, pension and retirement benefits, and travel benefits.

(3) **Cash Equivalent** means the amount of money paid to an employee with a Domestic Partner (spouse, if applicable) in lieu of providing Benefits to the employee's Domestic Partner (or spouse, applicable). The Cash Equivalent is equal to the direct expense to the employer of providi Benefits to an employee for his or her Domestic Partner (or spouse, if applicable) or the dire expense to the employer of providing Benefits for the dependents and family members of a employee with a Domestic Partner (or spouse, if applicable).

(4) **City** means the City of Los Angeles.

(5) **Contract** means an agreement the value of which exceeds $5,000. It includes agreements for wo or services to or for the City, for public works or improvements to be performed, agreements for tl purchase of goods, equipment, materials, or supplies, or grants to be provided, at the expense the City or to be paid out of monies under the control of the City. The term also includes a Lease License, as defined in the Equal Benefits Ordinance.

(6) **Contractor** means any person or persons, firm, partnership, corporation, joint venture, or a combination of these, or any governmental entity acting in its proprietary capacity, that enters into Contract with any Awarding Authority of the City. The term does not include Subcontractors.

(7) **Designated Administrative Agency (DAA)** means the Office of the City Administrative Officer.

(8) **Domestic Partner** means any two adults, of the same or different sex, who have registered a domestic partners with a governmental entity pursuant to state or local law authorizing th

LW-5

LWO/SCWRO – SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM

REQUIRED DOCUMENTATION FOR ALL SUBCONTRACTS SUBJECT TO LWO

This form must be signed within 90 DAYS of the execution of the subcontract and RETAINED by the PRIME CONTRACTOR.

TO BE FILLED OUT BY THE PRIME CONTRACTOR:

1. Company Name: Enterprise Environmental Company Phone Number: (949) 586-1414
2. Company Address: 130 Vantis, Suite 130 Aliso Viejo, CA 92656
3. Awarding Department: Corrections 650-CF
4. Project Name: Asbestos, Lead, Mold and other hazardous material assessment

IF A SUBCONTRACTOR FAILS TO COMPLETE AND SUBMIT THIS FORM TO PRIME CONTRACTOR ON THE CITY CONTRACT, THE PRIME CONTRACTOR MAY BE DEEMED TO BE IN VIOLATION OF THE LWO AND SCWRO FOR FAILING TO ENSURE ITS SUBCONTRACTOR'S COMPLIANCE WITH THE ORDINANCES. THIS MAY RESULT IN WITHHOLDING OF PAYMENTS DUE THE PRIME CONTRACTOR OR TERMINATION OF THE PRIME CONTRACTOR'S AGREEMENT WITH THE CITY.

THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING:

THE LIVING WAGE ORDINANCE (LWO) REQUIRES:

That a subcontractor (including a sublessee, a sublicensee, or a service contractor to a City financial assistance recipient) that works on or under the authority of an agreement subject to the Service Contractor Worker Retention Ordinance (SCWRO) and Living Wage Ordinance (LWO) must comply with all applicable provisions of the Ordinances unless specifically approved for an exemption.

THE SERVICE CONTRACTOR WORKER RETENTION ORDINANCE (SCWRO) REQUIRES:

In case of a successor service contractor, a successor prime contractor and its subcontractors shall retain for a 90-day transition employment period, certain employees who have been employed by the terminated prime contractor and its subcontractor, if any, for the preceding 12 months or longer. Refer to the SCRWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website - http://bca.lacity.org, for details regarding the wage and benefit requirements of the Ordinance.

THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

- As of July 1, 2009 a wage of at least $10.30 per hour with health benefits of $1.25 per hour, or $11.55 per hour without health benefits (to be adjusted annually) (Regulation #4);
- At least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4);
- At least 10 additional days off per year of uncompensated time off for sick leave (pro-rated for part-time employees) (Regulation #4); and
- Making less than $12.00 per hour information of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City.
- Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website - http://bca.lacity.org, for details regarding the wage and benefit requirements of the Ordinance.

TO BE FILLED OUT BY THE SUBCONTRACTOR:

1. Company Name: EMS Laboratories, Inc Company Phone Number: (626)568-4065
2. Company Address: 117 W Bellevue Dr., Pasadena, CA 91105
3. Type of Service Provided by Subcontractor to Prime: Lead, asbestos testing
4. Amount of Subcontract: $30,000 Subcontract Start Date: 11/1/10 End Date: 11/1/13

By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the SCWRO, LWO, and their implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations.

Bernadine Kolk	Bernadine Kolk
Print Name of Person Completing This Form	Signature of Person Completing This Form
President	(626)568-4065	8/20/2010
Title	Phone #	Date

Form OCC/LW-5, Rev. 6/09 OFFICE OF CONTRACT COMPLIANCE, EEOE SECTION: (213) 847-2625

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

LWO – EMPLOYEE INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the AWARDING DEPARTMENT within 30 DAYS of contract execution. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

- As of July 1, 2010 a wage of at least $10.30 per hour with health benefits of $1.25 per hour, or $11.55 per hour without health benefits (to be adjusted annually) (Regulation #4);
- At least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4); and
- At least 10 additional days off per year of uncompensated time off for personal or immediate illness only (pro-rated for part-time employees) (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.
- Making less than $12.00 per hour information of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing (Regulation #4).

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: EMS Laboratories, Inc. Email Address: bkolk@emslabs.com
2. **STATE** the number of employees working ON THIS CITY CONTRACT: 12
3. ****ATTACH** a copy of your company's 1st PAYROLL under THIS CITY CONTRACT.
4. ****INDICATE** (highlight, underline) on the payroll which employees are working ON THIS CITY CONTRACT.
5. **Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees? ☒ Yes ☐ No
   If YES, **STATE** how much, if any, employees pay for co-premiums: $ 0

****NOTE:** Payroll information need not be submitted if ALL employees working on this City agreement earn an hourly wage of at least $15 per hour. If so, check the box below.

☒ **I certify under penalty of perjury that I do not have any employees earning less than $15 per hour working on this City contract.**

FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDING AUTHORITY FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.

I understand that the employee information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Bernadine Kolk	Bernadine Kolk	
Print Name of Person Completing This Form	Signature of Person Completing This Form	
President	(626) 568-4065	8/31/10
Title	Phone #	Date

AWARDING DEPARTMENT USE ONLY:

Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____

LW-18

LWO – SUBCONTRACTOR INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the AWARDING DEPARTMENT within 30 DAYS of contract execution. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

SECTION I: CONTRACTOR INFORMATION

1) Company Name: _____ Contact Person: _____ Phone Number: _____
2) Do you have subcontractors working on this City contract? ☐ Yes ☐ No
If NO, This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDING DEPARTMENT.
If YES, a) STATE the number of your subcontractors ON THIS CITY CONTRACT: _____
b) Fill in PART A for EACH subcontractor in Section II, continue to Section III & IV (if applicable), AND SIGN Section V.

SECTION II: SUBCONTRACTOR INFORMATION

PART A	PART B CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					
	I 501 (c)(3)[1]	II One-Person Contractor[2]	III CBA[3]	IV Construction License[4]	V Small Business[5]	VI Gov. entity[6]
1. Subcontractor Name: EMS Laboratories, Inc. 2. Contact Person: R. Kolk Phone #: 6265684065 3. Address: 117 W Bellevue Dr. Pasadena CA 4. Purpose of Subcontract: Asbestos, lead analysis 5. Amount of Subcontract: $ 30,000 6. Term: Start Date 11/1/10 End Date 11/1/13 7. Does the subcontract exceed $25,000? ☒ Yes ☐ No 8. Is the length of the subcontract at least three (3) months? ☑ Yes ☐ No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.	911 05	☐	☐	☐	☒	☐
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: $ _____ 6. Term: Start Date ___/___/___ End Date ___/___/___ 7. Does the subcontract exceed $25,000? ☐ Yes ☐ No 8. Is the length of the subcontract at least three (3) months? ☐ Yes ☐ No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.	☐	☐	☐	☐	☐	☐
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: $ _____ 6. Term: Start Date ___/___/___ End Date ___/___/___ 7. Does the subcontract exceed $25,000? ☐ Yes ☐ No 8. Is the length of the subcontract at least three (3) months? ☐ Yes ☐ No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.	☐	☐	☐	☐	☐	☐

Form OCC/LW-18, Rev. 8/09

OFFICE OF CONTRACT COMPLIANCE, EEOE SECTION: (213) 847-2625

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

SECTION II: SUBCONTRACTOR INFORMATION (continued)

PART A	PART B — CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					
	I 501 (c)(3)[1]	II One-Person Operation[2]	III CBA[3]	IV Occupational License[4]	V Small Business[5]	VI Gov. entity[6]
1. Subcontractor Name: EMS Laboratories, Inc. 2. Contact Person: B. Kolk Phone #: 6265684065 3. Address: 117 W Bellevue Pasadena CA 91105 4. Purpose of Subcontract: Lanoratory analysis 5. Amount of Subcontract: $_____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed $25,000? ☐ Yes ☐ No 8. Is the length of the subcontract at least three (3) months? ☑ Yes ☐ No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.	☐	☐	☐	☐	☒	☐
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: $_____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed $25,000? ☐ Yes ☐ No 8. Is the length of the subcontract at least three (3) months? ☐ Yes ☐ No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.	☐	☐	☐	☐	☐	☐

SECTION III: SUBCONTRACTS SUBJECT TO THE LWO (AND MAY BE ELIGIBLE FOR EXEMPTIONS)

1) If you checked off any boxes in Part B, your Subcontractor(s) is subject to the LWO, but may qualify for an LWO exemption. Review the exemptions below, and have your subcontractor fill out the form in the corresponding right-hand column. Continue to Section V, and submit this form and all supporting documentation to the Awarding Department for approval.

2) If you did NOT check any boxes in Part B or your subs DO NOT qualify for an exemption, Continue to Section IV.

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
One-person contractors, lessee, licensee 501(c)(3) non-profit organization	LW 13 – Departmental Exemption Form http://bca.lacity.org/index.cfm?fnt=esfnt_body=div_occ_lwo_forms.cfm
Occupational license required Collective bargaining agreement w/supersession language	LW 10 – OCC Exemption Form http://bca.lacity.org/index.cfm?fnt=esfnt_body=div_occ_lwo_forms.cfm
Small Business	LW 26 – Small Business Exemption Form (English & Spanish) http://bca.lacity.org/index.cfm?fnt=esfnt_body=div_occ_lwo_forms.cfm
Governmental Entity	NONE REQUIRED.

SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)

Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office.

1) Employee Information Form	LW 6 - http://bca.lacity.org/index.cfm?fnt=esfnt_body=div_occ_lwo_forms.cfm
2) Subcontractor Information Form	LW 18 - http://bca.lacity.org/index.cfm?fnt=esfnt_body=div_occ_lwo_forms.cfm
3) Subcontractor Declaration of Compliance Form (retain)	LW 5 - http://bca.lacity.org/index.cfm?fnt=esfnt_body=div_occ_lwo_forms.cfm

SECTION V: SIGNATURE

I understand that the Subcontractor information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Bernadine Kolk	Bernadine Kolk	President	6265684065	8/20/2010
Print Name of Person Completing This Form	Signature of Person Completing This Form	Title	Phone #	Date

AWARDING DEPARTMENT USE ONLY:

Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____

LW-5

LWO/SCWRO – SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM

REQUIRED DOCUMENTATION FOR ALL SUBCONTRACTS SUBJECT TO LWO

This form must be signed within 90 DAYS of the execution of the subcontract and RETAINED by the PRIME CONTRACTOR.

TO BE FILLED OUT BY THE PRIME CONTRACTOR:

1. Company Name: INTEGRITY ENVIRONMENTAL Company Phone Number: (949) 586-1414
2. Company Address: 130 Vantis, Suite 130, Aliso Viejo CA 92656
3. Awarding Department: CONTRACTS - GSD, CF
4. Project Name: ASBESTOS, Lead, Mold and other hazardous Material assessment, air.....

IF A SUBCONTRACTOR FAILS TO COMPLETE AND SUBMIT THIS FORM TO PRIME CONTRACTOR ON THE CITY CONTRACT, THE PRIME CONTRACTOR MAY BE DEEMED TO BE IN VIOLATION OF THE LWO AND SCWRO FOR FAILING TO ENSURE ITS SUBCONTRACTOR'S COMPLIANCE WITH THE ORDINANCES. THIS MAY RESULT IN WITHHOLDING OF PAYMENTS DUE THE PRIME CONTRACTOR, OR TERMINATION OF THE PRIME CONTRACTOR'S AGREEMENT WITH THE CITY.

THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING:

THE LIVING WAGE ORDINANCE (LWO) REQUIRES:

That a subcontractor (including a sublessee, a sublicensee, or a service contractor to a City financial assistance recipient) that works on or under the authority of an agreement subject to the Service Contractor Worker Retention Ordinance (SCWRO) and Living Wage Ordinance (LWO) must comply with all applicable provisions of the Ordinances unless specifically approved for an exemption.

THE SERVICE CONTRACTOR WORKER RETENTION ORDINANCE (SCWRO) REQUIRES:

In case of a successor service contractor, a successor prime contractor and its subcontractors shall retain for a 90-day transition employment period, certain employees who have been employed by the terminated prime contractor and its subcontractor, if any, for the preceding 12 months or longer. Refer to the SCRWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website - http://bca.lacity.org, for details regarding the wage and benefit requirements of the Ordinance.

THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

- As of July 1, 2009 a wage of at least $10.30 per hour with health benefits of $1.25 per hour, or $11.55 per hour without health benefits (to be adjusted annually) (Regulation #4);
- At least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4);
- At least 10 additional days off per year of uncompensated time off for sick leave (pro-rated for part-time employees) (Regulation #4); and
- Making less than $12.00 per hour information of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City.
- Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website - http://bca.lacity.org, for details regarding the wage and benefit requirements of the Ordinance.

TO BE FILLED OUT BY THE SUBCONTRACTOR:

1. Company Name: AMERISCI LOS ANGELES Company Phone Number: 310-834-4868
2. Company Address: 24416 S. MAIN ST, STE 308 CARSON, CA 90745
3. Type of Service Provided by Subcontractor to Prime: LABORATORY ANALYSIS
4. Amount of Subcontract: $30,000 Subcontract Start Date: 11/1/10 End Date: 11/1/13

By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the SCWRO, LWO, and their implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations.

GLENN F. MASSEY		
Print Name of Person Completing This Form		Signature of Person Completing This Form
LABORATORY DIRECTOR	310-834-4868	08/31/2010
Title	Phone #	Date

Form OCC-LW-5, Rev. 6-09

OFFICE OF CONTRACT COMPLIANCE, EEOE SECTION: (213) 847-2525

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

LWO – EMPLOYEE INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the AWARDING DEPARTMENT within 30 DAYS of contract execution. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

- As of July 1, 2010 a wage of at least $10.30 per hour with health benefits of $1.25 per hour, or $11.55 per hour without health benefits (to be adjusted annually) (Regulation #4);
- At least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4); and
- At least 10 additional days off per year of uncompensated time off for personal or immediate illness only (pro-rated for part-time employees) (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.
- Making less than $12.00 per hour information of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing (Regulation #4).

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: AmeriSci Los Angeles Email Address: gmassey@amerisci.com
2. **STATE** the number of employees working ON THIS CITY CONTRACT: 16
3. ****ATTACH** a copy of your company's 1st PAYROLL under THIS CITY CONTRACT.
4. ****INDICATE** (highlight, underline) on the payroll which employees are working ON THIS CITY CONTRACT.
5. **Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees? ☒ Yes ☐ No
   If YES, **STATE** how much, if any, employees pay for co-premiums: $ 0

****NOTE:** Payroll information need not be submitted if ALL employees working on this City agreement earn an hourly wage of at least $15 per hour. If so, check the box below.

☒ **I certify under penalty of perjury that I do not have any employees earning less than $15 per hour working on this City contract.**

FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDING AUTHORITY FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.

I understand that the employee information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Glenn F. Massey
Print Name of Person Completing This Form

Signature of Person Completing This Form

Laboratory Director
Title

310-834-4868
Phone #

8/31/10
Date

AWARDING DEPARTMENT USE ONLY:

Dept: _____ **Dept Contact:** _____ **Contact Phone:** _____ **Contract #:** _____

LWO – SUBCONTRACTOR INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the AWARDING DEPARTMENT within 30 DAYS of contract execution. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

SECTION I: CONTRACTOR INFORMATION

1) Company Name: _____ Contact Person: _____ Phone Number: _____
2) Do you have subcontractors working on this City contract? ☐ Yes ☐ No
   If NO, This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDING DEPARTMENT.
   If YES, a) **STATE** the number of your subcontractors ON THIS CITY CONTRACT: _____
   b) Fill in PART A for EACH subcontractor in Section II, continue to Section III & IV (if applicable), AND SIGN Section V.

SECTION II: SUBCONTRACTOR INFORMATION

PART A	PART B CHECK OFF ONLY ONE BOX (I-VI) FOR **EACH** SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO **SECTION III**:					
	I 501 (c)(3)[1]	II One-Person Contractor[2]	III CBA[3]	IV Occupational License[4]	V Small Business[5]	VI Gov. entity[6]
1. Subcontractor Name: AmeriSci Los Angeles 2. Contact Person: Glenn F. Massey Phone #: 310-834-4868 3. Address: 24416 S. Main St., Ste 308 Carson, CA 90745 4. Purpose of Subcontract: Lab Svcs 5. Amount of Subcontract: $ 36,000 6. Term: Start Date 11/1/10 End Date 11/1/13 7. Does the subcontract exceed $25,000? ☒ Yes ☐ No 8. Is the length of the subcontract at least three (3) months? ☒ Yes ☐ No If you checked off YES for Questions 7 AND 8, this subcontract **IS SUBJECT TO THE LWO**. Continue onto **Part B**. If you checked off NO for any questions 7 OR 8, this subcontract **IS NOT SUBJECT TO THE LWO.** Continue to fill in **Part A** for additional subs below.	☐	☐	☐	☐	☒	☐
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: $ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed $25,000? ☐ Yes ☐ No 8. Is the length of the subcontract at least three (3) months? ☐ Yes ☐ No If you checked off YES for Questions 7 AND 8, this subcontract **IS SUBJECT TO THE LWO**. Continue onto **Part B**. If you checked off NO for any questions 7 OR 8, this subcontract is **NOT SUBJECT TO THE LWO.** Continue to fill in **Part A** for additional subs below.	☐	☐	☐	☐	☐	☐
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: $ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed $25,000? ☐ Yes ☐ No 8. Is the length of the subcontract at least three (3) months? ☐ Yes ☐ No If you checked off YES for Questions 7 AND 8, this subcontract **IS SUBJECT TO THE LWO**. Continue onto **Part B**. If you checked off NO for any questions 7 OR 8, this subcontract is **NOT SUBJECT TO THE LWO.** Continue to fill in **Part A** for additional subs below.	☐	☐	☐	☐	☐	☐

SECTION II: SUBCONTRACTOR INFORMATION (continued)

PART A	PART B CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO **SECTION III:**					
	I 501 (c)(3)[1]	II One-Person Contractor[2]	III CBA[3]	IV Occupational License[4]	V Small Business[5]	VI Gov. entity[6]
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: $_____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed $25,000? ☐ Yes ☐ No 8. Is the length of the subcontract at least three (3) months? ☐ Yes ☐ No If you checked off YES for Questions 7 AND 8, this subcontract **IS SUBJECT TO THE LWO.** Continue onto **Part B.** If you checked off NO for any questions 7 OR 8, this subcontract is **NOT SUBJECT TO THE LWO.** Continue to fill in **Part A** for additional subs below.	☐	☐	☐	☐	☐	☐
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: $_____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed $25,000? ☐ Yes ☐ No 8. Is the length of the subcontract at least three (3) months? ☐ Yes ☐ No If you checked off YES for Questions 7 AND 8, this subcontract **IS SUBJECT TO THE LWO.** Continue onto **Part B.** If you checked off NO for any questions 7 OR 8, this subcontract is **NOT SUBJECT TO THE LWO.**	☐	☐	☐	☐	☐	☐

SECTION III: SUBCONTRACTS SUBJECT TO THE LWO (AND MAY BE ELIGIBLE FOR EXEMPTIONS)

1) If you checked off any boxes in Part B, your Subcontractor(s) is subject to the LWO, but may qualify for an LWO exemption. Review the exemptions below, and have your subcontractor fill out the form in the corresponding right-hand column. Continue to Section V, and submit this form and all supporting documentation to the Awarding Department for approval.

2) If you did NOT check any boxes in Part B or your subs DO NOT qualify for an exemption, Continue to Section IV.

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
One-person contractors, lessee, licensee 501(c)(3) non-profit organization	LW 13 – Departmental Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
Occupational license required Collective bargaining agreement w/supersession language	LW 10 – OCC Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
Small Business	LW 26 – Small Business Exemption Form (English & Spanish) http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
Governmental Entity	NONE REQUIRED.

SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)

Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office.

1) Employee Information Form	LW 6 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
2) Subcontractor Information Form	LW 18 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
3) Subcontractor Declaration of Compliance Form (retain)	LW 5 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm

SECTION V: SIGNATURE

I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Glenn F. Massey
Print Name of Person Completing This Form

Signature of Person Completing This Form

Laboratory Director
Title

310-834-4868
Phone #

08/31/2010
Date

AWARDING DEPARTMENT USE ONLY:

Dept: _____ **Dept Contact:** _____ **Contact Phone:** _____ **Contract #:** _____

LW-5

LWO/SCWRO – SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM

REQUIRED DOCUMENTATION FOR ALL SUBCONTRACTS SUBJECT TO LWO

This form must be signed within 90 DAYS of the execution of the subcontract and RETAINED by the PRIME CONTRACTOR.

TO BE FILLED OUT BY THE PRIME CONTRACTOR:

1. Company Name: ENTERGRITY ENVIRONMENTAL Company Phone Number: (949) 586-1414
2. Company Address: 130 Vantis, Suite 130, Aliso Viejo, CA 92656
3. Awarding Department: CONTRACTS - GSD - CP
4. Project Name: Asbestos, Lead and mold and other hazardous material Assessment, air monitoring

IF A SUBCONTRACTOR FAILS TO COMPLETE AND SUBMIT THIS FORM TO PRIME CONTRACTOR ON THE CITY CONTRACT, THE PRIME CONTRACTOR MAY BE DEEMED TO BE IN VIOLATION OF THE LWO AND SCWRO FOR FAILING TO ENSURE ITS SUBCONTRACTOR'S COMPLIANCE WITH THE ORDINANCES. THIS MAY RESULT IN WITHHOLDING OF PAYMENTS DUE THE PRIME CONTRACTOR, OR TERMINATION OF THE PRIME CONTRACTOR'S AGREEMENT WITH THE CITY.

THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING:

THE LIVING WAGE ORDINANCE (LWO) REQUIRES:

That a subcontractor (including a sublessee, a sublicensee, or a service contractor to a City financial assistance recipient) that works on or under the authority of an agreement subject to the Service Contractor Worker Retention Ordinance (SCWRO) and Living Wage Ordinance (LWO) must comply with all applicable provisions of the Ordinances unless specifically approved for an exemption.

THE SERVICE CONTRACTOR WORKER RETENTION ORDINANCE (SCWRO) REQUIRES:

In case of a successor service contractor, a successor prime contractor and its subcontractors shall retain for a 90-day transition employment period, certain employees who have been employed by the terminated prime contractor and its subcontractor, if any, for the preceding 12 months or longer. Refer to the SCRWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website - http://bca.lacity.org, for details regarding the wage and benefit requirements of the Ordinance.

THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

- As of July 1, 2010 a wage of at least $10.30 per hour with health benefits of $1.25 per hour, or $11.55 per hour without health benefits (to be adjusted annually) (Regulation #4);
- At least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4);
- At least 10 additional days off per year of uncompensated time off for sick leave (pro-rated for part-time employees) (Regulation #4); and
- Making less than $12.00 per hour information of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City.
- Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website - http://bca.lacity.org, for details regarding the wage and benefit requirements of the Ordinance.

TO BE FILLED OUT BY THE SUBCONTRACTOR:

1. Company Name: Am Trade & Tech Enterp., Inc. Company Phone Number: 714-454-2055
2. Company Address: P.O. Box 2882, Anaheim, CA 92814
3. Type of Service Provided by Subcontractor to Prime: Certified Industrial Hygienist Services and Environmental Health and Safety Training Services
4. Amount of Subcontract: $45,000 Subcontract Start Date: 11/1/10 End Date: 11/1/13

By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the SCWRO, LWO, and their implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations.

Ibrahim Sobeih	Ibrahim Sobeih
Print Name of Person Completing This Form	Signature of Person Completing This Form
Principal	714-454-2055	August 31, 2010
Title	Phone #	Date

LW-6

LWO – EMPLOYEE INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the AWARDING DEPARTMENT within 30 DAYS of contract execution. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

- As of July 1, 2010 a wage of at least $10.30 per hour with health benefits of $1.25 per hour, or $11.55 per hour without health benefits (to be adjusted annually) (Regulation #4);
- At least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4); and
- At least 10 additional days off per year of uncompensated time off for personal or immediate illness only (pro-rated for part-time employees) (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.
- Making less than $12.00 per hour information of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing (Regulation #4).

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: American Trade & Technical Enterprise, Inc. Email Address: im_sobeih@hotmail.com
2. **STATE** the number of employees working ON THIS CITY CONTRACT: 1
3. ****ATTACH** a copy of your company's 1st PAYROLL under THIS CITY CONTRACT.
4. ****INDICATE** (highlight, underline) on the payroll which employees are working ON THIS CITY CONTRACT.
5. **Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees? ☐ Yes ☒ No
   If YES, **STATE** how much, if any, employees pay for co-premiums: $_____

****NOTE:** Payroll information need not be submitted if ALL employees working on this City agreement earn an hourly wage of at least $15 per hour. If so, check the box below.

☒ **I certify under penalty of perjury that I do not have any employees earning less than $15 per hour working on this City contract.**

FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDING AUTHORITY FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.

I understand that the employee information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Ibrahim Sobeih	Ibrahim Sobeih
Print Name of Person Completing This Form	Signature of Person Completing This Form

Principal	714-454-2055	8/31/10
Title	Phone #	Date

AWARDING DEPARTMENT USE ONLY:

Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____

LW-18

LWO – SUBCONTRACTOR INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the AWARDING DEPARTMENT within 30 DAYS of contract execution. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

SECTION I: CONTRACTOR INFORMATION

1) Company Name: Integrity Environmental Contact Person: Masoud Rahdar Phone Number: (949) 586-1414
2) Do you have subcontractors working on this City contract? ☒ Yes ☐ No
If NO, This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDING DEPARTMENT.
If YES, a) **STATE** the number of your subcontractors ON THIS CITY CONTRACT: 3
b) Fill in PART A for EACH subcontractor in Section II, continue to Section III & IV (if applicable), AND SIGN Section V.

SECTION II: SUBCONTRACTOR INFORMATION

PART A	PART B CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO **SECTION III:**					
	I 501 (c)(3)[1]	II One-Person Contractor[2]	III CBA[3]	IV Occupational License[4]	V Small Business[5]	VI Gov. entity[6]
1. Subcontractor Name: American Trade & Technical Enterprise, Inc. 2. Contact Person: Ibrahim Sobeih Phone #: 714-454-2055 3. Address: P.O. Box 2882, Anaheim, CA 92814 4. Purpose of Subcontract: Industrial hygiene & Training Services 5. Amount of Subcontract: $ 10,000.00 6. Term: Start Date 11 / 01 / 10 End Date 11 / 01 / 13 7. Does the subcontract exceed $25,000? ☐ Yes ☑ No 8. Is the length of the subcontract at least three (3) months? ☑ Yes ☐ No If you checked off YES for Questions 7 AND 8, this subcontract **IS SUBJECT TO THE LWO.** Continue onto **Part B.** If you checked off NO for any questions 7 OR 8, this subcontract **IS NOT SUBJECT TO THE LWO.** Continue to fill in Part A for additional subs below.	☐	☒	☐	☐	☐	☐
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: $ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed $25,000? ☐ Yes ☐ No 8. Is the length of the subcontract at least three (3) months? ☐ Yes ☐ No If you checked off YES for Questions 7 AND 8, this subcontract **IS SUBJECT TO THE LWO.** Continue onto **Part B.** If you checked off NO for any questions 7 OR 8, this subcontract **is NOT SUBJECT TO THE LWO.** Continue to fill in Part A for additional subs below.	☐	☐	☐	☐	☐	☐
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: $ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed $25,000? ☐ Yes ☐ No 8. Is the length of the subcontract at least three (3) months? ☐ Yes ☐ No If you checked off YES for Questions 7 AND 8, this subcontract **IS SUBJECT TO THE LWO.** Continue onto **Part B.** If you checked off NO for any questions 7 OR 8, this subcontract **is NOT SUBJECT TO THE LWO.** Continue to fill in Part A for additional subs below.	☐	☐	☐	☐	☐	☐

LW-18

SECTION II: SUBCONTRACTOR INFORMATION (continued)

PART A	PART B — CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					
	I 501 (c)(3)[1]	II One-Person Contractor[2]	III CBA[3]	IV Occupational License[4]	V Small Business[5]	VI Gov. entity[5]
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: $_____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed $25,000? ☐ Yes ☐ No 8. Is the length of the subcontract at least three (3) months? ☐ Yes ☐ No If you checked off YES for Questions 7 AND 8, this subcontract **IS SUBJECT TO THE LWO.** Continue onto **Part B.** If you checked off NO for any questions 7 OR 8, this subcontract is **NOT SUBJECT TO THE LWO.** Continue to fill in **Part A** for additional subs below.	☐	☐	☐	☐	☐	☐
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: $_____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed $25,000? ☐ Yes ☐ No 8. Is the length of the subcontract at least three (3) months? ☐ Yes ☐ No If you checked off YES for Questions 7 AND 8, this subcontract **IS SUBJECT TO THE LWO.** Continue onto **Part B.** If you checked off NO for any questions 7 OR 8, this subcontract is **NOT SUBJECT TO THE LWO.**	☐	☐	☐	☐	☐	☐

SECTION III: SUBCONTRACTS SUBJECT TO THE LWO (AND MAY BE ELIGIBLE FOR EXEMPTIONS)

1) If you checked off any boxes in Part B, your Subcontractor(s) is subject to the LWO, but may qualify for an LWO exemption. Review the exemptions below, and have your subcontractor fill out the form in the corresponding right-hand column. Continue to Section V, and submit this form and all supporting documentation to the Awarding Department for approval.
2) If you did NOT check any boxes in Part B or your subs DO NOT qualify for an exemption, Continue to Section IV.

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
One-person contractors, lessee, licensee 501(c)(3) non-profit organization	LW 13 – Departmental Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
Occupational license required Collective bargaining agreement w/supersession language	LW 10 – OCC Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
Small Business	LW 26 – Small Business Exemption Form (English & Spanish) http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
Governmental Entity	NONE REQUIRED.

SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)

Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office.

1) Employee Information Form	LW 6 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
2) Subcontractor Information Form	LW 18 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
3) Subcontractor Declaration of Compliance Form (retain)	LW 5 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm

SECTION V: SIGNATURE

I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Ibrahim Sobeih — Print Name of Person Completing This Form

Ibrahim Sobeih — Signature of Person Completing This Form

Principal — Title

714-454-2055 — Phone #

August 31, 2010 — Date

AWARDING DEPARTMENT USE ONLY:

Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____

registration or with an internal registry maintained by the employer of at least one of the domestic partners.

(9) **Equal Benefits Ordinance** means Los Angeles Administrative Code Section 10.8.2.1, *et seq.*, as amended from time to time.

(10) **Equal Benefits** means the equality of benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(11) **Lease or License** means any agreement allowing others to use property owned or controlled by the City, any agreement allowing others the use of City property in order to provide services to or for the City, such as for concession agreements, and any agreement allowing the City to use property owned or controlled by others.

(12) **Subcontractor** means any person or persons, firm, partnership, corporation, joint venture, or any combination of these, and any governmental entity, that assists the Contractor in performing or fulfilling the terms of the Contract. Subcontractors are not subject to the requirements of the Equal Benefits Ordinance unless they otherwise have a Contract directly with the City.

(c) Equal Benefits Requirements.

(1) No Awarding Authority of the City shall execute or amend any Contract with any Contractor that discriminates in the provision of Benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(2) A Contractor must permit access to and, upon request, must provide certified copies of all of its records pertaining to its Benefits policies and its employment policies and practices to the DAA, for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance.

(3) A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment: "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners." The posted statement must also include a City contact telephone number that will be provided each Contractor when the Contract is executed.

(4) A Contractor must not set up or use its contracting entity for the purpose of evading the requirements imposed by the Equal Benefits Ordinance.

(d) Other Options for Compliance. Provided that the Contractor does not discriminate in the provision of Benefits, a Contractor may also comply with the Equal Benefits Ordinance in the following ways:

(1) A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:
   a. The Contractor has made a reasonable, yet unsuccessful effort to provide Equal Benefits; or
   b. Under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse, if applicable).

(2) Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.

(3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

(e) Applicability.

(1) Unless otherwise exempt, a Contractor is subject to and shall comply with all applicable provisions of the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to a Contractor's operations as follows:
   a. A Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the Contract.
   b. A Contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the Contractor's presence at or on that property is connected to a Contract with the City.
   c. The Contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the City Contract.

(3) The requirements of the Equal Benefits Ordinance do not apply to collective bargaining agreements ("CBA") in effect prior to January 1, 2000. The Contractor must agree to propose to its union that

the requirements of the Equal Benefits Ordinance be incorporated into its CBA upon amendment, extension, or other modification of a CBA occurring after January 1, 2000.

(f) Mandatory Contract Provisions Pertaining to Equal Benefits. Unless otherwise exempted, every Contract shall contain language that obligates the Contractor to comply with the applicable provisions of the Equal Benefits Ordinance. The language shall include provisions for the following:

(1) During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the Equal Benefits Ordinance.

(2) The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.

(3) If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

(4) Failure to comply with the Equal Benefits Ordinance may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, *et seq.*, Contractor Responsibility Ordinance.

(5) If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, *et seq.*, Contractor Responsibility Ordinance.

(g) Administration.

(1) The DAA is responsible for the enforcement of the Equal Benefits Ordinance for all City Contracts. Each Awarding Authority shall cooperate to the fullest extent with the DAA in its enforcement activities.

(2) In enforcing the requirements of the Equal Benefits Ordinance, the DAA may monitor, inspect, and investigate to insure that the Contractor is acting in compliance with the Equal Benefits Ordinance.

(3) The DAA shall promulgate rules and regulations and forms for the implementation of the Equal Benefits Ordinance. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish this contract compliance program.

(h) Enforcement.

(1) If the Contractor fails to comply with the Equal Benefits Ordinance:

a. The failure to comply may be deemed to be a material breach of the Contract by the Awarding Authority; or

b. The Awarding Authority may cancel, terminate or suspend, in whole or in part, the contract; or

c. Monies due or to become due under the Contract may be retained by the City until compliance is achieved;

d. The City may also pursue any and all other remedies at law or in equity for any breach.

e. The City may use failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, *et seq.*, Contractor Responsibility Ordinance.

(i) Non-applicability, Exceptions and Waivers.

(1) Upon request of the Awarding Authority, the DAA may waive compliance with the Equal Benefits Ordinance under the following circumstances:

a. The Contract is for the use of City property, and there is only one prospective Contractor willing to enter into the Contract; or

b. The Contract is for needed goods, services, construction of a public work or improvement, or interest in or right to use real property that is available only from a single prospective Contractor, and that prospective Contractor is otherwise qualified and acceptable to the City; or

c. The Contract is necessary to respond to an emergency that endangers the public health or safety, and no entity which complies with the requirements of the Equal Benefits Ordinance capable of responding to the emergency is immediately available; or

d. The City Attorney certifies in writing that the Contract involves specialized litigation requirements such that it would be in the best interests of the City to waive the requirements of the Equal Benefits Ordinance; or

e. The Contract is (i) with a public entity; (ii) for goods, services, construction of a public work or improvement, or interest in or right to use real property; and (iii) that is either not available from another source, or is necessary to serve a substantial public interest. A Contract for interest in or the right to use real property shall not be considered as not being available from another source unless there is no other site of comparable quality or accessibility available from another source; or

f. The requirements of the Equal Benefits Ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of the agency with respect to the grant, subvention or agreement, provided that the Awarding Authority has made a good faith attempt to change the terms or conditions of the grant, subvention or agreement to authorize application of the Equal Benefits Ordinance; or

g. The Contract is for goods, a service or a project that is essential to the City or City residents and there are no qualified responsive bidders or prospective Contractors who could be certified as being in compliance with the requirements of the Equal Benefits Ordinance; or

h. The Contract involves bulk purchasing arrangements through City, federal, state or regional entities that actually reduce the City's purchasing costs and would be in the best interests of the City.

(2) The Equal Benefits Ordinance does not apply to contracts which involve:

a. The investment of trust monies, bond proceeds or agreements relating to the management of these funds, indentures, security enhancement agreements (including, but not limited to, liquidity agreements, letters of credit, bond insurance) for City tax-exempt and taxable financings, deposits of City's surplus funds in financial institutions, the investment of City monies in competitively bid investment agreements, the investment of City monies in securities permitted under the California State Government Code and/or the City's investment policy, investment agreements, repurchase agreements, City monies invested in U.S. government securities or pre-existing investment agreements;

b. Contracts involving City monies in which the Treasurer or the City Administrative Officer finds that either:

(i) No person, entity or financial institution doing business in the City, which is in compliance with the Equal Benefits Ordinance, is capable of performing the desired transaction(s); or

(ii) The City will incur a financial loss or forego a financial benefit which in the opinion of the Treasurer or City Administrative Officer would violate his or her fiduciary duties.

(3) The Equal Benefits Ordinance does not apply to contracts for gifts to the City.

(4) Nothing in this Subsection shall limit the right of the City to waive the provisions of the Equal Benefits Ordinance.

(5) The provisions of this Subsection shall apply to the Equal Benefits Ordinance only. The Equal Benefits Ordinance is not subject to the exemptions provided in Section 10.9 of this Code

(j) Consistency with Federal or State Law. The provisions of the Equal Benefits Ordinance do not apply where the application of these provisions would violate or be inconsistent with the laws, rules or regulations federal or state law, or where the application would violate or be inconsistent with the terms or conditions of a grant or contract with the United States of America, the State of California, or the instruction of an authorized representative of any of these agencies with respect to any grant or contract.

(k) Severability. If any provision of the Equal Benefits Ordinance is declared legally invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

(l) Timing of Application.

(1) The requirements of the Equal Benefits Ordinance shall not apply to Contracts executed or amended prior to January 1, 2000, or to bid packages advertised and made available to the public, or any bids received by the City, prior to January 1, 2000, unless and until those Contracts are amended after January 1, 2000 and would otherwise be subject to the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to competitively bid Contracts that are amended after April 1, 2003, and to competitively bid Contracts that result from bid packages advertised and made available to the public after May 1, 2003.

(3) Unless otherwise exempt, the Equal Benefits Ordinance applies to any agreement executed or amended after January 1, 2000, that meets the definition of a Contract as defined within Subsection 10.8.2.1(b).

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

Sec. 2. The definition of "Domestic Partners" contained in Section 10.8.1 of the Los Angeles Administrative Code is amended by to read:

"Domestic partners" means, for purposes of this Article, any two adults, of the same or different sex, who have registered with a governmental entity pursuant to state or local law authorizing this registration or with an internal registry maintained by an employer of at least one of the domestic partners.

Sec. 3. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located in the Main Street lobby to the City Hall; one copy on the bulletin board located at the ground level at the Los Angeles Street entrance to the Los Angeles Police Department; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

I hereby certify that this ordinance was passed by the Council of the City of Los Angeles, at its meeting of

FEB 12 2003

J. MICHAEL CAREY, City Clerk

By _____
Deputy

FEB 28 2003
Approved

_____
Mayor

Approved as to Form and Legality

ROCKARD J. DELGADILLO, City Attorney

By _____
LAUREL L. LIGHTNER
Deputy City Attorney

File No. 99-0908-S3
83745

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015
Phone: (213) 847-1922 - Fax: (213) 847-2777

INSTRUCTIONS FOR COMPLETING EQUAL BENEFITS ORDINANCE FORMS

1. **Start with the Equal Benefits Ordinance (EBO) Compliance Form (Form OCC/EBO-1).** Your company must be determined to be in compliance with the EBO before a contract with the City may be executed. In Section 2 of the form, indicate what benefits your company currently offers its employees. If a benefit is not offered, indicate the benefit is not offered.

   If your company currently does not offer equal benefits to employees with spouses and employees with same or different sex domestic partners, you may, on page two of the EBO Compliance Form, request one of the following by checking the appropriate box on the form:

   a. **Request additional time to come into compliance with the EBO.** This is available to contractors who agree to fully comply with the EBO but need additional time to add domestic partner coverage, to change company policies, or to negotiate the addition of domestic partner coverage to a collective bargaining agreement. Complete the Application for Provisional Compliance (Form OCC/EBO-3) and return it with the EBO Compliance Form (Form OCC/EBO-1). You must submit supporting documentation to verify why additional time is needed.

   b. **Request to be allowed to comply with the EBO by providing employees the cash equivalent.** This is available to contractors who meet both of the following: (1) agree to provide employees with domestic partners the cash equivalent of the benefits offered to employees with spouses; and (2) have demonstrated that they have taken reasonable yet unsuccessful efforts to comply, or that it would be unreasonable under the circumstances to require the contractor to provide equal benefits rather than pay the cash equivalent to employees. Complete the Application for Reasonable Measures Determination (Form OCC/EBO-2) and return it with the EBO Compliance Form (Form OCC/EBO-1). You must submit the supporting documentation requested in the Reasonable Measures Form.

   c. **Request to be allowed to comply with the EBO on a contract-by-contract basis.** If your company can only comply with the EBO for those locations or employees covered by the EBO, you may apply for compliance on a contract-by-contract basis. Contact the Department of Public Works, Office of Contract Compliance for additional information. Check the appropriate box on the EBO Compliance Form (Form OCC/EBO-1) and submit supporting documentation regarding the locations and employees affected by the EBO.

2. **Obtain supporting documentation.** The City must verify that each benefit offered by your company is offered equally. Refer to the EBO supporting documentation information sheet for the type of documentation that will be required. You must submit supporting documentation for each benefit checked in Question 2 of the EBO Compliance Form (Form OCC/EBO-1).

   Unless otherwise specified in the RFB/RFP/RFQ/IFB, you do not need to submit supporting documentation with the bid or proposal. However, because supporting documentation will be required if you are selected for award of a contract, you must have the supporting documentation readily available for submission. A delay in the submission of documentation will result in a delay in the execution of your contract. **If you have already been notified that you have been selected for the award of a contract, supporting documentation must be submitted immediately to avoid delays.**

3. **Submit the EBO Compliance Form (Form OCC/EBO-1) to the awarding department.** If you are requesting additional time to comply or to be allowed to pay employees the cash equivalent, you must also submit the appropriate forms (see #1 above) and supporting documentation with the EBO Compliance Form.

4. **The forms and documentation will be forwarded to the Office of Contract Compliance for review.** If additional information or supporting documentation is needed, the Contractor Enforcement Section will contact you to obtain the information. **Because your contract cannot be executed until you have been determined to be in compliance with the EBO, you must respond promptly to any request for additional information.**

Form OCC/EBO-10 (Rev. 06/06)

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

CITY OF LOS ANGELES

Department of Public Works
Bureau of Contract Administration, Office of Contract Compliance
1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015
Phone: (213) 847-2625 - Fax: (213) 847-2777

EQUAL BENEFITS ORDINANCE COMPLIANCE FORM

Your company must be certified as complying with Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance, prior to the execution of a City agreement. This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal.

City Dept. Awarding Contract: Dept. of General Services **Contact/Phone:** Theresa Torres, (213) 473-0654

SECTION 1. CONTACT INFORMATION

Company Name: INTEGRITY ENVIRONMENTAL CONSULTANTS, INC.
Company Address: 130 VANTIS #130
City: ALISO VIEJO State: CA Zip: 92656
Contact Person: MASSOUD RAHDARI Phone (949) 586-1414 Fax (949) 586-5922
I am a one-person contractor, and I have no employees. ☐ Yes ☒ No *(if you answered "Yes", go to Section 3)*
Approximate Number of Employees in the United States:
Are any of your employees covered by a collective bargaining agreement or union trust fund? ☐ Yes ☒ No

SECTION 2. COMPLIANCE QUESTIONS

Has your company previously submitted a Compliance Form and all supporting documentation? ☒ Yes ☐ No
*If **Yes**, AND the benefits provided to your employees have not changed since that time, continue onto Section 3. If **No**, OR if the benefits provided to your employees have changed since that time, complete the rest of this form.*

In the table below, check all benefits that your company currently provides to employees or to which your employees have access. Provide information for each benefits carrier if your employees have access to more than one carrier. Note: some benefits are available or apply to employees because they have a spouse or domestic partner to whom the benefit applies, such as bereavement leave that allows an employee time off because of the death of a spouse or domestic partner; other benefits are provided directly to the spouse or domestic partner, such as medical insurance that covers the spouse or domestic partner as a dependent.

	BENEFIT(S) YOUR COMPANY CURRENTLY OFFERS	This Benefit is Not Offered to Employees	This Benefit is Available to Employees	Available/Applies to Spouses of Employees	Available/Applies to Domestic Partners of Employees
1	**Health Insurance (List Name of Carrier(s))**				
	Health Carrier 1: BLUE SHIELD OF CA	☐	☒	☐	☐
	Health Carrier 2:	☐	☐	☐	☐
	☐ additional carriers on attachment.				
2	**Dental Insurance (List Name of Carrier(s))**				
	Dental Carrier 1:	☐	☐	☐	☐
	Dental Carrier 2:	☐	☐	☐	☐
	☐ additional carriers on attachment.				
3	**Vision Plan (List Name of Carrier(s))**				
	Vision Carrier 1:	☐	☐	☐	☐
	Vision Carrier 2:	☐	☐	☐	☐
4	Pension/401(k) Plans	☐	☒	☐	☐
5	Bereavement Leave	☐	☒	☐	☐
6	Family Leave	☐	☒	☐	☐
7	Parental Leave	☐	☒	☐	☐
8	Employee Assistance Program	☐	☐	☐	☐
9	Relocation & Travel	☐	☐	☐	☐
10	Company Discount, Facilities & Events	☐	☐	☐	☐
11	Credit Union	☐	☐	☐	☐
12	Child Care	☐	☐	☐	☐
13	Other:	☐	☐	☐	☐
14	Other:	☐	☐	☐	☐

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

YOU MUST SUBMIT SUPPORTING DOCUMENTATION TO VERIFY EACH BENEFIT MARKED. Without proper documentation for **each carrier and each benefit marked**, your company cannot be certified as complying with the EBO. If documentation for a particular benefit does not exist, attach an explanation. Refer to the "Documentation to Verify Compliance with the Equal Benefits Ordinance" fact sheet for more information on the type of documentation that must be submitted to verify compliance with the EBO.

If in the Table in Section 2 you indicated that your company does not provide all benefits equally throughout its entire operations to all your employees with spouses and employees with domestic partners of the same and different sex, you may:

☐ a. **Request additional time to comply with the EBO.** Provisional Compliance may be granted to Contractors who agree to fully comply with the EBO but need more time to incorporate the requirements of the EBO into their operations. Submit the Application for Provisional Compliance (OCC/EBO-3) and supporting documentation with this Compliance Form.

☐ b. **Request to be allowed to comply with the EBO by providing affected employees with the cash equivalent.** Your company must agree to provide employees with a cash equivalent. In most cases, the cash equivalent is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa. Submit a completed Application for Reasonable Measures Determination (OCC/EBO-2) and supporting documentation with this Compliance Form.

☐ c. **Comply on a Contract-by-Contract Basis.** Compliance may be granted on a contract-by-contract basis for those Contractors who have multiple locations in the U.S. but cannot comply with the EBO throughout the Contractor's operations. Indicate below the compliance category you are requesting:

- ☐ Contractor has multiple operations located both within and outside City limits. Contractor will comply with the EBO only for the operation(s) located within City limits and for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected operation(s)/employees must be submitted.
- ☐ Contractor has no offices within City limits but does have (an) employee(s) working on the City agreement located elsewhere in the United States. Contractor will comply with the EBO only for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected employee(s) must be submitted.

SECTION 3. EXECUTE THE DECLARATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT
This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal to the awarding department. The awarding department will forward the form to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance for review.

DECLARATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 3rd day of September, in the year 2010, at Aliso Viejo (City) CA (State)

Signature

130 VANTIS, #130
Mailing Address

Massoud Rahdari
Name of Signatory (please print)

Aliso Viejo CA 92656
City, State, Zip

President
Title

33-0721185
Federal ID Number

Form OCC/EBO-1 (Rev. 06/08)

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015
Phone: (213) 847-2625 - Fax: (213) 847-2777

DOCUMENTATION TO VERIFY COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE

Section 2 of the Equal Benefits Ordinance Compliance Form (Form OCC/EBO-1) requires that you submit supporting documentation to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance to verify that all benefits marked in your response(s) are offered in a nondiscriminatory manner. This list is intended to be used only as a guide for the type of documentation needed.

Health, Dental, Vision Insurance: A statement from your insurance provider that spouses and domestic partners receive equal coverage in your medical plan. This may be in a letter from your insurance provider or reflected in the eligibility section of your official insurance plan document. Note that "domestic partner" includes same-sex as well as different-sex partners so that the definition of "domestic partner" contained in the plan document must include different-sex partners.

Pension/401(k) Plans: Documentation should indicate that participating employees may designate a beneficiary to receive the amount payable upon the death of the employee. Submit a blank beneficiary designation form.

Bereavement Leave: Your bereavement leave or funeral leave policy indicating the benefit is offered equally. If your policy allows employees time off from work because of the death of a spouse, it should also allow for time off because of the death of a domestic partner. If the policy allows time off for the death of a parent in-law or other relative of a spouse, it must include time off for the death of a domestic partner's equivalent relative.

Family Leave: Your company's Family and Medical Leave Act policy. All companies with 50 or more employees must offer this benefit. Your policy should indicate that employees may take leave because of the serious medical condition of their spouse or domestic partner.

Parental Leave: Your company's policy indicating that employees may take leave for the birth or adoption of a child. If leave is available for stepchildren (the spouse's child) then leave should also be made available for the child of a domestic partner.

Employee Assistance Program (EAP): The benefit typically refers to programs that allow employees and their family members access to counselors who provide short-term counseling and referrals to assist in dealing with issues such as family problems, addiction, and financial and legal difficulties. Your company's EAP policy must confirm that spouses, domestic partners and their parents and children are equally eligible (or ineligible) for such benefits. If provided through a third party, a statement from the third party provider regarding eligibility is required.

Relocation & Travel: Your company's policy confirming that expenses for travel or relocation will be paid on the same basis for spouses and domestic partners of employees.

Company Discounts, Facilities & Events: Your company's policy confirming that to the extent discounts, facilities (such as a gym) and events (such as a company holiday party) are equally available to spouses and domestic partners of employees.

Credit Union: Documentation from the credit union indicating that spouses and domestic partners have equal access to credit union services.

Child Care: Documentation that the children of spouses (step-children) and children of domestic partners have equal access to child care services.

Other Benefits: Documentation of any other benefits listed to indicate that they are offered equally.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

CITY OF LOS ANGELES

Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015
Phone: (213) 847-2625 - Fax: (213) 847-2777

APPLICATION FOR REASONABLE MEASURES DETERMINATION - CASH EQUIVALENT COMPLIANCE

Name of Company | Federal ID Number

Street Address | City | State | Zip

Contact Person/Title | Telephone Number | Fax Number

Before the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) will approve a contractor's application to comply with the Equal Benefits Ordinance (EBO) by paying a cash equivalent, the OCC must determine that: (a) the contractor has made a reasonable yet unsuccessful effort to provide equal benefits; or (b)under the circumstances, it would be unreasonable to require the contractor to provide benefits to domestic partners (or spouses if applicable). **To apply, contractors must submit:**

4. An explanation and documentation that demonstrates: (a) the Contractor has made a reasonable, yet unsuccessful, effort to provide equal benefits; or (b) under the circumstances, it would be unreasonable to require the contractor to provide equal benefits rather than paying the cash equivalent. See EBO Regulation #2B (1)(a) and #2B (1)(b).
5. This completed application. Fill in the company's information, then read and sign the acknowledgement below.
6. A completed Equal Benefits Ordinance Compliance Form (Form OCC/EBO-1). Be certain that box "b" on page two of the form is checked.
7. A draft of the memorandum that will be distributed to affected employees informing them of the cash equivalent option.
8. Copies of the revised policies, such as bereavement, for which the cash equivalent is not applicable.

If approved by the OCC, a contractor will be allowed to comply with the EBO by paying its employees with domestic partners the cash equivalent of benefits made available to the spouses of its employees. The cash equivalent is the difference between the amount an employer pays to provide an employee with spousal or family coverage and the amount that an employer pays to provide an employee with employee-only coverage. For example, an employer pays $200 per month to provide benefits for an employee and his/her spouse, and $150 per month to provide benefits for an employee with employee-only coverage. The cash equivalent that must be paid to the employee with a domestic partner is $50 per month.

For benefits for which a cash equivalent is not applicable, such as bereavement leave, the employer must amend its policies so that domestic partners are treated in the same manner as spouses. For example, if the policy allows an employee three days off in the event of the death of a spouse or the spouse's parents, the policy must be amended to allow an employee three days off in the event of the death of a domestic partner or the domestic partner's parents.

ACKNOWLEDGEMENT REGARDING APPLICATION

I declare under penalty of perjury under the laws of the State of California that I am authorized to bind the company/entity listed above. I understand that this Application must be approved by the OCC before compliance by paying the cash equivalent will be allowed. By signing below, I agree on behalf of the company that if this Application is approved by the OCC, the company will comply with the EBO by providing employees with domestic partners the cash equivalent of the benefits that are made available to employees with spouses. For those benefits to which the cash equivalent is not applicable, such as for bereavement leave or family leave, the company agrees to amend its policies so that the domestic partners of employees will be treated in the same manner as the spouse of an employee. The relatives of domestic partners will be treated in the same manner as relatives of spouses. The company further agrees to provide a memorandum notifying our affected employees of the availability of the cash equivalent option if they have domestic partners for whom equal benefits cannot be provided.

Executed this _____ day of _____, in the year _____, at _____ (City) _____ (State)

Name of Signatory (Print) | Signature | Title | Date

Form OCC/EBO-2 (Rev. 06/08)

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

PROVISIONAL COMPLIANCE

CITY OF LOS ANGELES

Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015
Phone: (213) 847-2625 - Fax: (213) 847-2777

APPLICATION FOR PROVISIONAL COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

COMPLETE AND SUBMIT THIS FORM ONLY IF APPLICABLE. Contractors entering into, amending, or bidding on a City contract who agree to comply with the Equal Benefits Ordinance ("EBO") but need more time to incorporate the requirements of the EBO into their operations must submit this form, and supporting documentation, to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance ("OCC"). (This form must be submitted with the EBO Compliance Form OCC/EBO-1.) The Contractor may be granted additional time to incorporate the requirements of the EBO only in the circumstances indicated below. Fill out all sections that apply. Attach additional sheets if necessary.

_____ A. OPEN ENROLLMENT FOR HEALTH, DENTAL AND/OR VISION INSURANCE PLANS

The Contractor may be granted additional time to implement the requirements of the EBO if equal benefits cannot be provided until after the first open enrollment process following the date the contract with the City is executed. To qualify, the Contractor must submit evidence that reasonable efforts are being undertaken to implement the requirements of the EBO. Additional time granted may not exceed two years from the date the contract with the City is executed, and applies only to benefits for which an open enrollment period is applicable.

_____ - Date domestic partner (same and different sex) coverage will become effective.

You must submit copies of correspondence between your company and your insurance provider(s) documenting your effort to obtain domestic partner coverage for same- and different-sex couples. You should also submit verification of the next open enrollment date or the date the benefits become available.

_____ B. ADMINISTRATIVE ACTIONS AND REQUESTS FOR EXTENSION

The Contractor may be granted additional time to implement the requirements of the EBO if the administrative actions necessary to incorporate the EBO cannot be completed prior to the date that the contract with the City is executed. Additional time granted for the completion of the administrative action shall apply only to those benefits that require administrative actions and may not exceed three months. Upon written request by the Contractor and at the discretion of the OCC, the Contractor may be granted additional time to complete the administrative actions. Administrative actions may include personnel policy revisions and the development and distribution of employee communications.

Describe below or on an attachment the administrative actions needed and the anticipated completion dates. **Attach supporting documentation such as the relevant portions of your current policy and the changes you plan to make.**

_____

_____

_____

If you are requesting an extension beyond three months, explain why more than three months is needed and attach any supporting documentation that may be relevant.

_____

_____

_____

PROVISIONAL COMPLIANCE

_____ C. COLLECTIVE BARGAINING AGREEMENTS

Compliance with the EBO may be delayed until the expiration of a Contractor's current collective bargaining agreement(s) (CBA). When the CBA is renegotiated, the Contractor must propose to the union for incorporation into the CBA the EBO requirements so that all benefits provided to employees with spouses are also extended to employees with domestic partners. Provisional compliance status may be granted if **all** of the following conditions are met.

1. The provision of some or all of the benefits offered to the Contractor's employees are governed by one or more CBA(s) but domestic partner coverage for same- and different-sex couples is not offered under the CBA(s).

   Required Information: Indicate below the name of each CBA for which Provisional Compliance is being requested and the time period the CBA covers.

   Name of Bargaining Unit: _____ Start Date:_____ End Date: _____

   Name of Bargaining Unit: _____ Start Date:_____ End Date: _____

   Name of Bargaining Unit: _____ Start Date:_____ End Date: _____

2. The Contractor agrees to propose to the union that the EBO requirements be incorporated into each of the CBA(s) by signing the statement below.

   When the CBA is renegotiated, we will propose to the union that the EBO requirements be incorporated into the CBA so that all benefits provided to employees with spouses will be extended to employees with same or different sex domestic partners. After the CBA expires, we will provide, upon request by the City, reports on the status of the efforts to incorporate the EBO requirements into the CBA.

   By the end of negotiations, we agree to notify the OCC of the result by submitting a statement which will indicate: (1) when the issue of same and different sex domestic partners was raised during negotiations; and (2) whether or not the EBO requirements was incorporated into the CBA. We understand that a separate statement must be submitted for each CBA for which Provisional Compliance was requested.

   _____

   Name of Signatory (Print) Signature Title Date

3. For benefits not strictly governed by a CBA, the Contractor must establish policies so that those benefits are provided in accordance with the requirements of the EBO. For example, the Contractor may be required to expand the existing bereavement leave policy to allow an employee with a domestic partner time off in event of the domestic partner's death even if the CBA does not require the employer to do so.

   Required documentation: A listing of benefits not strictly governed by the CBA along with the Contractor's policies as they relate to those benefits.

EXECUTE THE DECLARATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT: This form, and the Equal Benefits Ordinance Compliance Form (Form OCC/EBO-1) must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal to the awarding department. The awarding department will forward the form to the OCC for review.

DECLARATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, in the year _____, at _____
(City) (State)

_____

Name of Company Name of Signatory (Print Signature Title

Form OCC/EBO-3 (Rev. 06/08)

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

BCA Form (6/08)

Awarding Dept.: General Services Dept.
Dept. Contact: Theresa Torres (213) 473-0654
MS # 758 OCC #: _____

CITY OF LOS ANGELES

NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES • AFFIRMATIVE ACTION

CONSTRUCTION & NONCONSTRUCTION CONTRACTORS (VENDORS, SUPPLIERS, CONSULTANTS)

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 requires entities doing business with the City to comply with a Nondiscrimination/Affirmative Action Program. (Refer questions regarding these requirements to the Bureau of Contract Administration, Office of Contract Compliance, Affirmative Action Section, at (213) 847-6480.) In order to comply, it is necessary that the bidder/proposer/respondent complete, sign and return with the bid/proposal/response, the following:

A. For all contracts, the contractor agrees to adhere to the following Nondiscrimination Clause:

1. The contractor agrees and obligates the company not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition; and
2. All subcontracts awarded under this contract shall contain a like Nondiscrimination Clause.

B. For construction contracts from $1,000 to under $5,000 and non-construction contracts from $1,000 to under $100,000, the contractor agrees to:

1. Adhere to the Nondiscrimination Clause above;
2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below; and
3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Page A-3 of this document.

C. For construction contracts of $5,000 or more and non-construction contracts of $100,000 or more, the contractor agrees to:

1. Adhere to the Nondiscrimination Clause above;
2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below;
3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Pages A-4 and A-5 of this document;
4. Complete the Ethnic Composition of Total Work Force Report provided on Page A-2 of this document; and
5. Sign and submit an Affirmative Action Plan. The bidder must submit one of the two following plans:
   a. Plan A. Los Angeles City Affirmative Action Plan ("Los Angeles City Affirmative Action Requirements") on Page A-6 and Page A-7 which is an approved plan requiring only signature of acceptance along with the Ethnic Composition of Work Force (Page A-2) and submittal to be effective; or,
   b. Plan B. The Bidder's own Affirmative Action Plan for approval, which must contain at a minimum all of the elements of the City's Plan.

D. Subcontractors:

1. The contractor shall require the same documents indicated above to be submitted for subcontractors of any contract awarded by the City; and
2. The contractor shall be responsible for obtaining the Affirmative Action Plans from its subcontractors. Additional forms are available from the Office of Contract Compliance or the awarding authority.

E. Equal Employment Opportunity Officer:

Please be advised that MASSOUD RAHDARI (NAME OF DESIGNEE) PRESIDENT (TITLE) is hereby designated as the Company's Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm to ensure nondiscrimination in all of its employment practices. The Officer may be contacted at:

130 VANTIS, SUITE 130, ALISO VIEJO CA 92656 (ADDRESS), (949) 586-1414 (TELEPHONE)

F. Signed Certification - The Contractor by its signature affixed hereto declares under penalty of perjury that:

1. The contractor has read the Nondiscrimination Clause in "A" above and certifies that it will adhere to the practices in the performances of all contracts;
2. The contractor has read the Equal Employment Practices provisions on Page A-3 and certifies that it will adhere to the practices in the performance of any construction contract $1,000 to under $5,000 and non-construction contract $1,000 to under $100,000;
3. The contractor has designated the Equal Employment Opportunity Officer as noted in Section "E" above;
4. The contractor has read the Affirmative Action Program provisions on Pages A-4 and A-5, certifies that it will adhere to the practices in the performance of any construction contract of $5,000 or more and non-construction contract of $100,000 or more and submits an Affirmative Action Plan. Indicate which plan is submitted: ☒ **City Plan;** ☐ **Company Plan.**
5. The information contained herein is true and correct.

All Certificates and Plans are effective for 12 months from date of approval by the Office of Contract Compliance.

INTEGRITY ENVIRONMENTAL CONSULTANTS, INC. (COMPANY NAME)	Massoud Rahdari (AUTHORIZED SIGNATURE)
130 VANTIS, SUITE 130 (ADDRESS)	MASSOUD RAHDARI, PRESIDENT (NAME AND TITLE (TYPE OR PRINT))
ALISO VIEJO, CA 92656 (CITY, COUNTY, STATE, ZIP)	(949) 586-1414 (TELEPHONE) DATE

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

☒ PRIME ☐ SUBCONTRACTOR

TOTAL COMPOSITION OF WORK FORCE

OCC# _____

Asbestos, Lead (Pb), Mold and Other Hazardous

Contractor INTEGRITY ENVIRONMENTAL, INC. Project Title Material Assessment, Air Monitoring and Abatement Length of Contract 3 YEARS

Contractor Address 130 MANTIS, SUITE 130, ALISO VIEJO, CA 92656 Work Force as of (Date) 5 *(If you have no employees, write "No Employees At This Time")*

(Note: J - Journeyman, A - Apprentice, T - Trainee, F - Female, M - Male)

FOR CONSTRUCTION PROJECTS (L.A. County Only)

	AFRICAN AMERICAN (BLACK)			HISPANIC			ASIAN / PACIFIC ISLANDER			AMERICAN INDIAN/ ALASKAN NATIVE			CAUCASIAN (NON-HISPANIC)			TOTAL EMPLOYEES			% MINORITY			GENDER	
CRAFT	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	M	F
Brick Layers																							
Carpenters																							
Electricians																							
Gunite Workers																							
Iron Worker																							
Laborers																							
Operator Engineers																							
Painters																							
Pipe Trades																							
Plasters / Cement Masons																							
Sheet Metal Workers																							
Teamsters																							
Clerical																							
Supervisory																							
TOTAL																							

FOR NON-CONSTRUCTION PROJECTS

	AFRICAN AMERICAN (BLACK)		HISPANIC		ASIAN OR PACIFIC ISLANDER		AMERICAN INDIAN/ ALASKAN NATIVE		CAUCASIAN (NON-HISPANIC)		TOTAL EMPLOYEES		% MINORITY		GENDER	
OCCUPATION	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	R	T	R	T	M	F
Official &Managers									1		1				1	
Professionals																
Technicians			1		1				2		3	1	1	1	4	
Sales Workers																
Office / Clerical									2		1	1			1	1
Semi-Skilled																
Laborers (Unskilled)																
Service Workers																
TOTAL			1		1				5		5	2	1	1	6	1

Employment Statistics Were Obtained From: ☒ Available Records, ☐ Visual Check, ☐ Other (Specify) _____

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

BCA Form (6/08)

EQUAL EMPLOYMENT PRACTICES PROVISIONS

Construction Contracts in excess of $1,000 or more but less than $5,000 and Non-construction Contracts of $1,000 or more but less than $100,000

Sec. 10.8.3. Equal Employment Practices Provisions.

Every non-construction contact with or on behalf of the City of Los Angeles for which the consideration is $1,000 or more, and every construction contract for which the consideration is $1,000 or more, shall contain the following provisions, which shall be designated as the EQUAL EMPLOYMENT PRACTICES provision of such contract:

A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
   1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
   2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
   3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract compliance program.

I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduction of City Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
   1. Hiring practices;
   2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
   3. Training and promotional opportunities; and
   4. Reasonable accommodations for persons with disabilities.

L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

BCA Form (6/08)

AFFIRMATIVE ACTION PROGRAM PROVISIONS
Construction Contracts of $5,000 or more and Non-construction Contracts of $100,000 or More

Sec. 10.8.4. Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is $100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is $5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

A. During the performance of a City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

E. The failure of any contractor to comply with the Affirmative Action program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS ($10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.

H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms maybe used by an awarding authority of the City to accomplish this contract compliance program.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

Sec. 10.8.4. Affirmative Action Program Provisions.

J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. The contractor shall submit an Affirmative Action Plan which shall meet the requirements of this Chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

(1) Every contract of $5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

(2) A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation.
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
6. The entry of qualified women, minority and all other journeymen into the industry; and
7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.

P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.

Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

BCA Form (6/08)

LOS ANGELES CITY AFFIRMATIVE ACTION PLAN
LOS ANGELES CITY AFFIRMATIVE ACTION MANDATORY PROVISIONS

Notwithstanding any other provision of this Division to the contrary, every construction contract involving an expenditure of $5,000 or more of City funds, except in cases of urgent necessity, as provided in Section 371 of the Charter of the city of Los Angeles and except as provided in Section 10.9 of this Code, shall contain as part of the contract an Affirmative Action Plan substantially as set forth in this section and which by the contractor's signature affixed thereto, shall constitute and be established as the contractor's Affirmative Action Plan. The Plan, which may be a plan proposed by the contractor or the City's proposed Plan prepared by the Office of Contract Compliance, shall be subject to the approval of the Office of Contract Compliance prior to award of the contract. The Plan may consist of a Plan approved by the Office of Contract Compliance within the previous twelve months. If the previously approved Plan is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance which shall be subject to approval before the contract may be awarded.

Sec. 10.13. Mandatory Provisions Pertaining to Nondiscrimination in Employment and Affirmative Action in Hiring Employees in the Performance of Work on Certain City Construction Contracts.

1. **Construction Contracts Included.**

   The contractor shall not be eligible for an award of a City Construction Contract in excess of $5,000, unless the contractor has submitted as part of the bid a written Affirmative Action Plan embodying both (1) anticipated levels of minority*, women and all other staffing utilization, and (2) specific affirmative action steps directed at applying good faith efforts in a nondiscriminatory manner to recruit and employ minority, women and all other potential staff or is deemed to have submitted such a program pursuant to Subsection 3 of this section. Both the anticipated levels and the affirmative action steps must be taken and applied in good faith and in a nondiscriminatory manner to attempt to meet the requirements of this section for all trades which are to be utilized on the project, whether subcontracted or not.
   * "Minority" is defined as the term minority person as defined in subsection (f) of section 2000 of the California Public Contract Code.

2. **Anticipated Utilization.**

   The plan must set forth anticipated minority, women, and all other staffing utilization by the contractor and all subcontractors on each project constructed by the City using those trades within the area of jurisdiction of the Los Angeles Building and Construction Trades Council within the City of Los Angeles in each work class and at all levels in terms of staff hours. The anticipated levels of minority, women and other staffing utilization shall be the levels at which each of those groups are represented in the relevant workforce in the Greater Los Angeles Area as determined by the U. S. Bureau of the Census and made available by the Office of Contract Compliance. Attainment of the anticipated levels of utilization may only be used as an indication of whether the contractor has complied with the requirements of this section and has applied its Affirmative Action Plan in good faith and in a nondiscriminatory manner. Failure to attain the anticipated levels of utilization shall not, by itself, disqualify the contractor for award of a contract or subject the contractor to any sanctions or penalties.

   In no event may a contractor utilize the requirements of this section in such a manner as to cause or result in discrimination against any person on account of race, color, religion, ancestry, age, disability, medical condition, marital status, domestic partner status, sex, sexual orientation, or national origin.

3. **An Affirmative Action Plan.**

   The contractor certifies and agrees to immediately implement good faith efforts measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:

   a. Recruit and make efforts to obtain such employees through:
      (1) Advertising employment opportunities in minority and other community news media. Notifying minority, women and other community organizations of employment opportunities.
      (2) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
      (3) Encouraging present minority, women and other employees to refer their friends and relatives.
      (4) Promoting after school and vacation employment opportunities for minority, women and other youth.
      (5) Validating all job specifications, selection requirements, tests, etc.
      (6) Maintaining a file of names and addresses of each worker referred to the contractor and what action was taken concerning such worker.
      (7) Notifying the appropriate awarding authority of the City and the Office of Contract Compliance in writing when a union with whom the contractor has a collective bargaining agreement has failed to refer a minority, woman or other worker.
   b. Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a nondiscriminatory manner so as to achieve and maintain a diverse work force.
   c. Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.
   d. Secure cooperation or compliance from the labor referral agency to the contractor's contractual affirmative action obligations.
   d. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Officer; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.
   f. Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and make such records available to City, State and Federal authorities upon request.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

4. **The contractor shall make a good faith effort with respect to apprenticeship and training program to:**

   a. Recruit and refer minority, women and other employees to such programs;
   b. Establish training programs within the company and/or its association that will prepare minority, women and other employees for advancement opportunities;
   c. Abide by the requirements of the Labor Code of the State of California with respect to the provision of apprenticeship job opportunities.

5. The contractor shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all its operations and contracts. Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum and shall be submitted with its bid to the appropriate awarding authority of the City and to the Office of Contract Compliance of the City.

6. Where problems are experienced by the contractor in complying with its obligations pursuant to this section, the contractor shall document its good faith effort to comply with the requirements by the following procedure. The contractor shall state:

   a. What steps were taken, how and on what date.
   b. To whom those efforts were directed.
   c. The responses received, from whom and when.
   d. What other steps were taken or will be taken to comply and when.
   e. Why the contractor has been or will be unable to comply.

7. The contractor shall complete and file, and require each of its known subcontractors to complete and file with the contractor's bid for the subject project an acceptable Affirmative Action Plan.

8. The contractor shall submit and require each of its subcontractors to submit an Ethnic Composition of the Company's Total Work Force (by employees) prior to the date of award of the contract.

9. No contract shall be executed until the appropriate awarding authority of the City of Los Angeles, and the Federal funding agency (if Federal funds are involved), has determined in writing that such contractor has executed and filed with the awarding authority and the City Office of Contract Compliance the required Affirmative Action Plan.

10. It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for referral, exclusive or otherwise, failed to refer minority, women or other employees.

11. Subject to this subsection the contractor shall execute such further forms and documentation at such times and as may be required by the appropriate awarding authority of the City of Los Angeles.

12. Where the contractor has failed to comply with the requirements contained in this section, any and all sanctions allowed by law may be imposed upon the contractor.

13. The Office of Contract Compliance within the Department of Public Works shall be responsible for administering the City's Contract Compliance Program in the manner described in Sections 22.359 through 22.359.5 of this Code.

14. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan.

9/3/2010
DATE

Massoud Rahdari
OFFICER'S SIGNATURE

INTEGRITY ENVIRONMENTAL CONSULTANTS, INC.
FIRM NAME

MASSOUD RAHDARI, PRESIDENT
OFFICER'S NAME AND TITLE (Type or Print)

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

CITY OF LOS ANGELES
VENDOR CHILD CARE POLICY PROGRAM
CHILD CARE DECLARATION STATEMENT

The business concern listed below declares the following status on the "Child Care Policy of the City of Los Angeles, XI. Vendors" as defined in the attached supplementary instructions to bidders. It is incumbent upon the concern to notify the City of any changes applicable to this declaration.

INTEGRITY ENVIRONMENTAL CONSULTANTS, INC. (949) 586-1414
Business Name Telephone No.

130 VANTIS, SUITE 130, ALISO VIEJO, CA 92656
Business Address

PRESIDENT
Signature Title

Note: A "stated child care policy" may include services and/or benefits for employees and their families, including infants through school-age child care centers or family day care homes, before and after school programs, day camps, services for ill children with special needs, family leave, and more. Please refer to the attached instructions for definitions. Please check ALL items on the form that apply to your business concern.

	YES	NO
Part One		
DOES YOUR BUSINESS HAVE A STATED CHILD CARE POLICY? ..... If YES, please attach a copy.	☐	☒
Part Two		
DOES YOUR BUSINESS PROVIDE CHILD CARE ASSISTANCE?	☐	☒
If YES, please check which form (s) of assistance		
Level I Assistance		
Subsidized company child care center	☐	☐
Subsidized Network of child care homes	☐	☐
Child care reimbursement in addition to other benefits	☐	☐
Child care reimbursement in a flexible benefit package	☐	☐
Paid parental leave.....	☐	☐
Purchase of spaces for employees in community child care program(s) (center or homes)	☐	☐
Level II Assistance		
Salary set aside/flexible spending account funded with employee salary dollars/Section 125.....	☐	☐
Child care referral services	☐	☐
Parenting seminars	☐	☐
Counseling on work/family issues.....	☐	☐
Start-up of a self-supporting center.....	☐	☐
Start-up contributions to a "consortium center".....	☐	☐
Level III Assistance		
Flexible work hours	☐	☐
Flex-place/work-at-home.....	☐	☐
Permanent part-time/job-sharing.....	☐	☐
Work-at-home following maternity leave.....	☐	☐
Unpaid parental leave	☐	☐
Donations to enhance child care programs	☐	☐

Other: (Describe) _____

I HAVE READ AND COMPLETED:

Marion A Richardson
(Signed)

For additional information on child care options and benefits for employees, please contact the City Child Care Coordinator's Office, 333 South Spring Street, Los Angeles, CA 90013.

Do not write in this space

Date Filed_____ Expiration Date_____

184(11/89)

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

CHILD CARE POLICIES

I. **City Child Care Policy and Vendor System** – On February 24, 1987, the City Council adopted the Child Care Policy for the City of Los Angeles. This policy acknowledges the importance of quality, affordable, accessible child care to the individual, family, work place and community. The City further recognizes that existing child care services and facilities are not adequate to meet current demand, and that such demand is increasing. Failure to address this critical unmet need will have serious, detrimental effects on the physical, social, and economic life of Los Angeles. Thus, the City Child Care Policy was adopted, committing the City to use its resources as educator, employer, model and facilitator to act as a catalyst in expanding the supply of quality, affordable child care in Los Angeles.

The City Child Care Policy includes an item specifically designed to address the development and implementation of child care policies and practices by vendors, as follows:

> THE CITY OF LOS ANGELES SHALL ENCOURAGE ALL ITS VENDORS TO ADOPT A STATED POLICY ON CHILD CARE. TO THE EXTENT PERMITTED BY LAW, VENDORS WITH STATED CHILD CARE POLICIES SHALL RECEIVE PREFERENCE IN CONTRACTING WITH THE CITY OF LOS ANGELES.

It is the goal of the City to promote and facilitate the establishment and implementation of child care policies and practices which address the critical unmet local need for quality, affordable child care services.

> A company may, after a review and due consideration, determine that child care is not an employee need or that the child benefit/service cannot feasibly be offered by the company. In this case, a written policy statement to this effect would also qualify a company for the vendor preference.

II. **Request Child Care Policy Information from Vendors** – All vendor applicants should complete the "Child Care Declaration Statement" form, declaring whether the business has a stated child care policy and/or offers any form of child care assistance to employees. Those vendors indicating they have a stated child care policy for employees should file a copy of said policy along with the "Declaration Form".

III. **Definition of a Stated Child Care Policy** – A "Stated Child Care Policy" is a written statement of intent and/or attitude by an employer regarding the provision of child care assistance to employees.

IV. **Definitions of Child Care Assistance** – The following definitions apply to the various forms of child care assistance listed on the "Child Care Declaration Statement."

A. **EMPLOYER SUBSIDIZED CHILD CARE CENTER(S)** – Group care for children (may range from 12 to 300 children), in a licensed setting such as a preschool or other center, which may serve infants, toddlers, preschoolers or school-age children; the center receives funds, goods, and/or services from an employer which thus subsidizes part or all of the child care center operating costs, and employees of the subsidizing employer may enroll dependents in this center.

B. **EMPLOYER SUBSIDIZED CHILD CARE HOME(S)** – Care for up to fourteen children in the home of a licensed caregiver; may include one home or a network of two or more family day care homes, which receives funds, good, and/or services from an employer who thus subsidizes part of all of the home operating cost; employees of the subsidizing employer may enroll dependents in this care home.

C. **CHILD CARE REIMBURSEMENT IN ADDITION TO OTHER BENEFITS** – Employer helps employees pay for child care expenses by reimbursing the employee or his/her care provider for all or part of the cost of child care; allows employee to select the child care provider, or employer may designate providers or conditions (e.g. only reimburse licensed providers); such reimbursement is provided to the employee in addition to the other employee benefits.

D. **CHILD CARE REIMBURSEMENT IN A FLEXIBLE BENEFIT PACKAGE** - System which allows employees to make individual choices among a range of benefits provided by the employer (e.g., health, dental, retirement, etc.) and child care is included as a benefit choice.

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E. **PAID PARENTAL LEAVE** – employees are given paid time off work due to childbirth or adoption, with a guarantee return to the same or a comparable job and seniority status.

F. **PURCHASE OF SERVICES FOR EMPLOYEES IN A COMMUNITY CHILD CARE PROGRAMS** – Company contributes funds, goods and/or services to a child care program in the community (center or family day care home), for the purpose of preferential consideration for use by employees.

G. **SALARY SET-ASIDE/FLEXIBLE SPENDING ACCOUNT FUNDED WITH EMPLOYEE SALARY DOLLARS** – Employer has set up a qualified Dependent Care Assistance Plan under IRS Section 125 and 129, which allows employees to designate an amount up to $5,000 per year to be set aside from their salaries to pay for dependent care; since such a salary aside is not taxed, both employee and employer receive financial benefits.

H. **CHILD CARE REFERRAL SERVICES** – A service to employees which provides information, referrals and consultation regarding local child care services (e.g., locations, hours, rates).

I. **PARENTING SEMINARS** – Company offers workshops, educational presentations, and related activities to provide information and support in such areas as parenting skills, work-family relations, child development, and related topics; may be provided by in-house staff or by contracted services.

J. **COUNSELING OF A SELF-SUPPORTING CENTER** – Company provides (through in-house or contracted services) group, family or individual counseling services to support employees in the resolution of work/family issues.

K. **START-UP OF A SELF-SUPPORTING CENTER** – Company has provided funds, goods and/or services to directly assist in the land acquisition, design, construction, renovation, equipment, furnishing or other costs associated with starting a child care program; this was one-time-only assistance for start-up, with the center now operating on a self-supporting basis.

L. **START-UP CONTRIBUTIONS TO A CONSORTIUM CENTER** – Company has provided funds, goods and/or services to a child care center, working in cooperation to develop and support a child care service available to employees of contributing companies.

M. **FLEXIBLE WORK HOURS** – Employees are allowed to make choices about work schedules, with such possible options as 5-day/40-hour vs. 4-day/40-hour work weeks or flexible hours scheduled within a day, may include establishment of "core" working hours during which an employee must be present at the work site.

N. **FLEXIPLACE/WORK-AT-HOME** – Company offers employees the option to work in their homes; may be available part – or full time.

O. **PERMANENT PART-TIME/JOB SHARING** – Company offers job opportunities in which employees may work less than full-time while retaining permanent employment status, and/or two employees may share a single full-time position with salary and benefits prorated between the two employees.

P. **WORK-AT-HOME FOLLOWING MATERNITY LEAVE** – Employees are offered the option to perform their jobs at home for a period following leave for childbirth or adoption.

Q. **UNPAID PARENTAL LEAVE** – Employees are allowed unpaid time off due to childbirth or adoption, with a guarantee return to the same or a comparable job and seniority status.

R. **DONATION TO ENHANCE AN EXISTING CHILD CARE PROGRAM** – Company has contributed funds, goods and/or services to a child care program, for the purpose of improving the quality, affordability, or accessibility of said program.

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

The undersigned hereby agrees that INTEGRITY ENVIRONMENTAL CONSULTANTS, INC will:
Name of Business/Borrower

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business/the Borrower are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business/Borrower will maintain such compliance through the term of the contract
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.
6. The undersigned shall require that the language of this Certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

ALISO VIEJO/ORANGE/CALIFORNIA	9/3/2010
City / County / State	Date
INTEGRITY ENVIRONMENTAL CONSULTANTS, INC.	130 VANTIS, #130, ALISO VIEJO, CA 92656
Name of Business	Address
Masoud Rahdari	MASSOUD RAHDARI
Signature of Authorized Officer or Representative	Print Name
PRESIDENT	(949) 586-1414
Title	Telephone Number

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

The undersigned certifies, that to the best of his/her knowledge and belief, that:

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C 12101 et. seq. and its implementing regulations.

2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act.

3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.

4. The Contractor will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.

5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

Contract NUMBER N/A

INTEGRITY ENVIRONMENTAL CONSULTANTS, INC.
CONTRACTOR / BORROWER / AGENCY

MASSOUD RAHDARI
NAME OF AUTHORIZED REPRESENTATIVE

PRESIDENT
TITLE

Massoud Rahdari
SIGNATURE

9/3/2010
DATE

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the provisions of Los Angeles Administrative Code Section 10.40 et seq. Contractor Responsibility Ordinance (CRO). Bidders/Proposers shall refer to "Contractor Responsibility Ordinance", for further information regarding the requirements of the ordinance.

All bidder/proposers shall complete and return, with their proposal, the Responsibility Questionnaire included in the Appendix/Attachment. Failure to return the competed questionnaire may result in a bidder/proposer being deemed non-responsive.

(CRO RFP Language – rev 7/1/03)

ARTICLE – CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, which requires CONTRACTOR/CONSULTANT to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect CONTRACTOR'S/CONSULTANT'S fitness and ability to continue performing the contract. In accordance with the provisions of this ordinance, by signing this Contract, CONTRACTOR/CONSULTANT pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The CONTRACTOR/CONSULTANT further agrees to:

1. Notify the awarding authority within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the CONTRACTOR/CONSULTANT is not in compliance with all applicable federal, state and local laws in performance of this contract;

2. Notify the awarding authority with thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the CONTRACTOR/CONSULTANT has violated the provisions of Section 10.40.3(a) of the Ordinance;

3. Ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and

4. Ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty (30) calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.403(a) of the Ordinance in performance of the subcontract.

CRO Contract Language (Rev. 02/11/04)

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE FORM

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least $25,000 and three months, contracts for the purchase of goods and products of at least $100,000, contracts for the purchase of garments of at least $25,000, and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority. The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

(a) To comply with all federal, state, and local laws in the 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.
(b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the 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.
(c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the 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.
(d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
(e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the 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.
(f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
(g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

INTEGRITY ENVIRONMENTAL CONSULTANTS, INC. 130 VANTIS, #130 ALISO VIEJO, CA 92656
Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

9/3/2010
Date

MASSOUD RAHDARI, PRESIDENT
Print Name and Title of Officer or Authorized Representative

General Services Dept – Construction Forces Division
Awarding City Department

N/A
Contract Number

SRIS/CRO-3, Pledge of Compliance (Rev. 5/25/04)

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE

CONSTRUCTION

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM
In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and answers to the Questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION:

Dept. of General Services – Construction Forces Division	Theresa Torres	(213) 473-0654
City Department/Division Awarding Contract	City Contact Person	Phone

Asbestos, Lead (Pb), Mold and Other Hazardous Material Assessment, Air Monitoring and Abatement Oversight	
City Bid or Contract Number and Project Title (If Applicable)	Bid Date

BIDDER/CONTRACTOR INFORMATION:

INTEGRITY ENVIRONMENTAL CONSULTANTS, INC.	N/A
Bidder/Proposer Business Name	Contractor's License Number

130 YANTIS, SUITE 130	Aliso Viejo	CA	92656
Street Address	City	State	Zip

MASSOUD RAHDARI, PRESIDENT	(949)586-1414	(949)586-5922
Contact Person, Title	Phone	Fax

TYPE OF SUBMISSION:
The Questionnaire being submitted is:

☒ An initial submission of a completed Questionnaire.
☐ _____ An update of a prior Questionnaire dated _____/_____/_____.
☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated _____/_____/_____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

MASSOUD RAHDARI, PRESIDENT	Massoud Rahdari	9/3/2010
Print Name, Title	Signature	Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: 8

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

Corporation: Date Incorporated: 9 / 1 / 1996 State of incorporation: CA
List the corporation's current officers.

President: MASSOUD RAHDARI

Vice President: N/A

Secretary: MASSOUD RAHDARI

Treasurer: N/A

☐ Check the box only if your firm is a publicly traded corporation. List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

☐ **Partnership:** Date formed: _____ / _____ / _____ State of formation: _____
List all partners in your firm. Use Attachment A if more space is needed.

☐ **Sole Proprietorship:** Date started: _____ / _____ / _____
List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

☐ **Joint Venture:** Date formed: _____ / _____ / _____
List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

   ☐ Yes ☒ No

   If **Yes,** explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

   ☐ Yes ☒ No

   If **Yes,** list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner, or other officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

   ☐ Yes ☒ No

   If **Yes,** list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

   ☐ Yes ☒ No

   If **Yes,** list on Attachment A the name of the corporation that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses to the remaining questions in this Questionnaire will not be posted on the Internet but will be made available to the public for review upon request. Contact the appropriate Designated Administrative Agency.

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. In the past five years, has your firm ever been denied bonding?

   ☐ Yes ☒ No

   If **Yes,** explain on Attachment B the circumstances surrounding each instance.

6. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

   ☐ Yes ☒ No

   If **Yes,** explain on Attachment B the circumstances surrounding each instance.

7. Is your company in the process of, or in negotiations toward, being sold?

   ☐ Yes ☒ No

   If **Yes,** explain the circumstances on Attachment B.

E. INSURANCE

8. In the past five years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf?

   ☐ Yes ☒ No

   If **Yes,** explain the circumstances on Attachment B the circumstances surrounding each instance.

9. Indicate whether your firm currently has a Workers' Compensation insurance policy in effect, whether it is legally self-insured, or whether it currently has no Workers' Compensation insurance policy in effect.

   ☒ **Workers' Compensation Insurance Policy Currently in Effect**
   ☐ **Legally Self-Insured**
   ☐ **No Workers' Compensation Policy Currently in Effect**

   If you have no workers' compensation insurance policy currently in effect, and you are not legally self-insured, provide an explanation on Attachment B.

10. List the Experience Modification Rate (EMR) issued to your firm annually by your Workers' Compensation insurance carrier for the last three years. Begin with the most recent year (YR 1) that an EMR rate was issued (EMR-1). If any of the rates for the three years is or was 1.00 or higher, you may provide an explanation on Attachment B.

    YR. 1: 2007 EMR-1: None YR. 2: 2008 EMR-2: None YR. 3: 2009 EMR-3: None

11. Within the past five years, has your firm ever had employees but was without Workers' Compensation insurance or state approved self-insurance?

    ☐ Yes ☒ No

    If **Yes,** explain on Attachment B the circumstances surrounding each instance. If **No,** attach a statement from your Workers' Compensation insurance provider that you have been continuously insured for the past five years.

F. PERFORMANCE HISTORY

12. How many years has your firm been in business? 19 Years.

13. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

☒ **Yes** ☐ **No**

If **Yes,** list on Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

14. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

☐ Check the box if you have not had any similar contracts in the last five years.

15. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☐ **Yes** ☒ **No**

If **Yes,** explain on attachment B the circumstances surrounding each instance.

16. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

☐ **Yes** ☒ **No**

If **Yes,** explain on attachment B the circumstances surrounding each instance.

17. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

☐ **Yes** ☒ **No**

If **Yes,** explain on Attachment B the circumstances surrounding each instance.

G. DISPUTES

18. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

(a) Payment to subcontractors?
☐ **Yes** ☒ **No**

(b) Work performance on a contract?
☐ **Yes** ☒ **No**

(c) Employment-related litigation brought by an employee?
☐ **Yes** ☒ **No**

19. Does your firm have any outstanding judgments pending against it?

☐ Yes ☒ No

If **Yes,** explain on Attachment B the circumstances surrounding each issue.

20. In the past five years, has your firm been assessed liquidated damages on a contract?

☐ Yes ☒ No

If **Yes,** explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

H. COMPLIANCE

21. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C. For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

☐ Yes ☒ No

If **Yes,** explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

22. If a license is required to perform any services provided by your firm, in the past five years, has your firm or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

☐ Yes ☒ No

If **Yes,** explain on Attachment B the circumstances surrounding each instance in the last five years.

23. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ Yes ☒ No

If **Yes,** explain on Attachment B the circumstances surrounding each instance in the last five years.

24. Provide on **Attachment B,** the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that will provide apprentices to your company for use on any public works projects that you are awarded by the City of Los Angeles.

Provide on **Attachment B,** the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that have provided apprentices to your company on any public works project on which your firm has participated within the last 3 years.

I. BUSINESS INTEGRITY

25. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check **Yes** to any of the three questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentations(s)?

☐ Yes ☒ No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

(c) In the past five years, has your firm been convicted or found liable in a civil suit for making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

☐ Yes ☒ No

26. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

MASSOUD RAHDARI, PRESIDENT		9/3/2010
Print Name, Title	**Signature**	**Date**

CONSTRUCTION

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections A through C will be posted on the Internet for public review. Make copies of this Attachment if additional pages are needed.

CONSTRUCTION

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response Questions in Sections D through H will not be posted on the Internet , but will be made available to the public for review upon request. Make copies of this Attachment if additional pages are needed.

①
(a) El Monte UHSD (b) Adam Delgado [(626) 444-9005], (c) asbestos abatement, (d) $8,819.25 (e) 5/18/06; (f) 8/26/06

②
(a) City of Huntington Beach, (b) Duane Westworth [(714) 536-5517], (c) asbestos, Lead, mold and soil contamination, (d) $473,432.64, (e) 5/26/06; (f) To Date

③
(a) Inglewood USD, (b) Cornell Williams [(310) 330-4461], (c) Asbestos and lead as well as mold consulting svcs, (d) $235,235.00, (e) 9/11/02; (f) 10/18/07

④
(a) LAUSD, (b) Rick Henry [(213) 745-1450], (c) asbestos and Lead consulting svc, (d) $2,268,536.82, (e) 3/31/04; (f) To Date

⑤ LB USD, (b) Barry Weinstein [(562) 424-5253], (c) Asbestos and Lead consulting svcs, (d) $230,998.99, (e) 6/12/03; (f) 8/3/06

⑥ Northrop Grumman, (b) Nadeem Wahid [(626) 812-2038, (c) Asbestos and Lead consulting svcs, (d) $381,931.12, (e) 5/23/02; (f) To Date

⑦
a) Various Private clients w/ small contracts for asbestos, lead, mold, phase I EAs. totaling $258,921.34 for Period of 1/1/05 to date

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION No. 21

Check **Yes** in response to Question No. 21 if your firm or any of its owners, partners, or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES

Federal Department of Labor
* Americans with Disabilities Act
* Immigration Reform and Control Act
* Family Medical Leave Act
* Fair Labor Standards Act
* Davis-Bacon and laws covering wage requirements for federal government contract workers
* Migrant and Seasonal Agricultural Workers Protection Act
Immigration and Naturalization Act
* Occupational Safety and Health Act
* anti-discrimination provisions applicable to government contractors and subcontractors
* whistleblower protection laws

Federal Department of Justice
* Civil Rights Act
* Americans with Disabilities Act
* Immigration Reform and Control Act of 1986
* Bankruptcy fraud and abuse

Federal Department of Housing and Urban Development (HUD)
* anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
* prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency
* Environmental Protection Act

National Labor Relations Board
* National Labor Relations Act

Federal Equal Employment Opportunity Commission
* Civil Rights Act
* Equal Pay Act
* Age Discrimination in Employment Act
* Rehabilitation Act
* Americans with Disabilities Act

STATE ENTITIES

California's Department of Industrial Relations
* Wage and labor standards, and licensing and registration
* Occupational safety and health standards
* Workers' compensation self insurance plans
* Workers' Compensation Act
* wage, hour, and working standards for apprentices
* any provision of the California Labor Code

California's Department of Fair Employment and Housing
* California Fair Employment and Housing Act
* Unruh Civil Rights Act
* Ralph Civil Rights Act

California Department of Consumer Affairs
* Licensing, registration, and certification requirements
* Occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractors' State Licensing Board

California's Department of Justice

Local Entities

City of Los Angeles or any of its subdivisions for violations of any law, ordinance, code, rule, or Regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

SLAVERY DISCLOSURE ORDINANCE NO. 175346

An ordinance adding a new Article 15 to Chapter 1 of the Los Angeles Administrative Code to provide information to the City regarding participation derived from slavery by any company doing business with the City.

THE PEOPLE OF THE CITY OF LOS ANGELES DO ORDAIN AS FOLLOW:

Section 1. A new Article 15 is added to Chapter 1 of the Los Angeles Administrative Code to read:

CHAPTER 1, ARTICLE 15

REGULATIONS REGARDING PARTICIPATION IN OR PROFITS DERIVED FROM SLAVERY BY ANY COMPANY DOING BUSINESS WITH THE CITY

Sec. 10.41. Definitions

A. "Awarding Authority" – means a subordinate or component entity or person of the City, such as a City Department or Board of Commissioners, that has the authority to enter into a Contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.
B. "Company" – means any person, firm, corporation, partnership or combination of these.
C. "Contract" – means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.
D. "Designated Administrative Agency (DAA)" – means the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance.
E. "Enslaved Person" – means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.
F. "Investment" – means to make use of an Enslaved person for future benefits or advantages.
G. "Participation" – means having been a Slaveholder during the Slavery Era.
H. "Predecessor Company" – means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.
I. "Profits" – means any economic advantage or financial benefit derived from the use of Enslaved Persons.
J. "Slavery" – means the practice of owning Enslaved Persons.
K. "Slavery Era" – means that period of time in the United States of America prior to 1865.
L. "Slaveholder" – means holders of Enslaved Persons , owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaver Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.
M. "Slaveholder Insurance Policies" – means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

Sec. 10.41.1. Purpose of Slavery Era Business Corporate/Insurance Disclosure

Many early American industries including, but not limited to, insurance, banking, tobacco, cotton, railroads, and shipping, realized enormous Profits by utilizing the uncompensated labor of Enslaved Persons. Many individuals and business enterprises were directly enriched by the labor of Enslaved Persons or benefited from insurance policies insuring Enslaved Persons.

The City of Los Angeles, whose citizenry includes descendants of Enslaved Persons, is entitled to full disclosure of any Participation in or Profits derived through Slavery by Companies seeking to do business with the City.

The State of California has implemented Insurance Code Sections 13810-13813 requiring insurance companies to provide information to the California Department of Insurance regarding Slaveholder Insurance Policies sold during the Slavery Era as part of its licensing and renewal procedure.

In further support of this legislative act and to further promote the ideals the act embraces, this ordinance requires those seeking to do business with the City to fully and accurately disclose any and all Participation in or Profits derived from Slavery.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

Sec. 10.41.2. Each Awarding Authority, shall require that any Company that enters into a Contract with the City, whether the Contract is subject to competitive bidding or not, shall complete an affidavit, prior to or contemporaneous with entering into the Contract, certifying that:

A. The Company has searched and all records of the Company, or any Predecessor Company, regarding records of Participations of Investments in, or Profits derived, from Slavery, including Slaveholder Insurance Policies issued during the Slavery Era; and
B. Disclosed any and all records of Participation in or Profits derived by the Company, or any Predecessor Company, from Slavery, including issuance of Slaveholder Insurance Policies, during the Slavery Era, and identified the names of any Enslaved Persons or Slaveholders described in the records.

The Awarding Authority may terminate the Contract if a Company fails to fully and accurately complete the affidavit.

Sec. 10.41.3. Exceptions. This article shall not be applicable to the following Contracts:

A. Contracts for the investment of: (1) City trust moneys or bond proceeds; (2) pension funds; (3) indentures, security enhancement agreements for City tax-exempt and taxable financings; (4) deposits of City surplus funds in financial institutions; (5) the investment of City moneys in securities permitted under the California State Governmental Code and/or the City's investment policy; (6) investment agreements, whether competitively bid or not; (7) repurchase agreements; (8) City moneys invested in United States government securities; and (9) Contracts involving City moneys in which the Treasurer or the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) finds that the City will incur a financial loss or forego a financial benefit, and which in the opinion of the Treasurer or the OCC would violate his or her fiduciary duties.
B. Grant funded Contracts if the application of this article would violate or be inconsistent of an authorized representative of any of those agencies with respect to any grant of Contract.
C. Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency or one of these entities, or a public or quasi-public corporation located in the United States and declared by law to have a public status.
D. Contracts awarded on the basis of exigent circumstances whenever any Awarding Authority finds that the City would suffer a financial loss or that City operations would be adversely impacted unless exempted from the provisions of this article. This finding must be approved by the DAA prior to Contract execution.
E. Contracts with any Company that has been designated as a non-profit organization pursuant to the United States Internal Revenue Code Section 501(c)(3).
F. Contracts for the furnishing of articles covered by letters of patent granted by the government of the United States or where the goods or services are proprietary or only available from a single source.
G. Contracts awarded on the basis of urgent necessity in accordance with Charter Section 371 (e) (5).
H. Contracts entered into pursuant to Charter Section 371 (e)(6).
I. Contracts entered into pursuant to Charter Section 371 (e)(7).

Sec. 10.41.4. Administration

A. The DAA shall promulgate rules and regulations to implement this article within sixty days after the effective date of this ordinance.
B. The DAA shall develop an affidavit to be used by Awarding Authorities within sixty days after the effective date of this ordinance.
C. The DAA shall administer the requirements of this article and monitor compliance, including investigation of alleged violations.

Sec. 10.41.5. Application of this Article

A. This article shall be applicable to Contracts entered into after the rules and regulations have been promulgated by the DAA.
B. This article shall be applicable to Contract amendments entered into after the rules and regulations have been promulgated by the DAA where the initial Contract was not subject to the provisions of this article.

Sec. 2. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting ten days in three public places in the City of Los Angeles: one copy on the bulletin board located in the Main Street lobby to the City Hall; one copy on the bulletin board located at the ground level at the Los Angeles Street entrance to the Los Angeles Police Department; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

I hereby certify that the foregoing ordinance was introduced at the meeting of the Council of the City of Los Angeles, June 20, 2003, and was passed at its meetings of June 27, 2003.

J. MICHAEL CAREY, City Clerk

By Original Signed by Deputy

Deputy

Approved June 30, 2003

Original Signed by The Mayor

Mayor

Approved as to Form and Legality

ROCKARD J. DELGADILLO, City Attorney

By Original Signed by KITTY REBER
KITTY REBER
Deputy City Attorney

Date 06-19-03
File No. 3-0232
98941

OCC/SDO-1 (Rev. 6/04)

SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt in accordance with the provisions of the Ordinance, this contract is subject to the applicable provisions of the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time. Unless a specific exception applies, the Ordinance requires the contractor/consultant to complete an affidavit certifying that the contractor/consultant has searched any and all records of its company regarding records of participation or investments in, or profits derived form Slavery, including Slaveholder Insurance Policies issued during the Slavery Era and to disclose such records and identify the names of any enslaved persons or slaveholders described in the records.

Failure to fully and accurately complete the affidavit may result in termination of the contract.

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments to the Awarding Authority. This is required only of the Company actually selected for award of a Contract. It must be done before the Contract or Contract amendment can be executed. Questions regarding the Affidavit may be directed to the Department of Public Works, Office of Contract Compliance located at 600 South Spring Street, Suite 1300, Los Angeles, California 90012. Phone: (213) 847-6480; Fax: (213) 847-5566.

City Department Awarding Agreement: GSD – Construction Forces Division **Dept. Contact Person:** Theresa Torres, (213) 473-0654

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

1. I, MASSOUD RAHDARI, am authorized to bind contractually the Company identified below.
2. Information about the Company entering into a Contract with the City is as follows:

Company Name	Phone	Federal ID #
INTEGRITY ENVIRONMENTAL CONSULTANTS, INC.	(949) 586-1414	33-0721185

Street Address	City	State	Zip
130 Vanis, #130	Aliso Viejo	CA	92656

3. Has the Company submitted the SDO Affidavit previously? ☐ NO; ☑ YES. Date of prior submission: _____
   If "NO," complete Section 4, 5, & 6. If "YES," list the date of prior submission and skip to Sec. 6 and execute the form.
4. The Company came into existence in 1991 (year).
5. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that:

X The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.

_____ The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.

_____ The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.

6. I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.

Executed on 9/3/2010 (Date) at Aliso Viejo (City), CA (State)

Signature: _____ Printed Name and Title: Massoud Rahdari, President

DEFINITIONS

Awarding Authority means a subordinate or component entity or person of the City, such as a City Department or Board of Commissioners, that has the authority to enter into a Contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Designated Administrative Agency (DAA) means the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

OCC/SDO-1 Affidavit (rev. 06/06)

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

Municipal Lobbying Ordinance

Los Angeles Municipal Code Chapter IV, Article 8

A. **Title.** This Article shall be known and may be cited as the Los Angeles Municipal Lobbying Ordinance.

B. **Findings.** The following findings are adopted in conjunction with the enactment of this Article:

1. City Government functions to serve the needs of all citizens.

2. The citizens of the City of Los Angeles have a right to know the identity of interests which attempt to influence decisions of City government, as well as the means employed by those interests.

3. All persons engaged in compensated lobbying activities aimed at influencing decisions by City government must, when so engaged, be subject to the same regulations, restrictions and requirements, regardless of their background, training or other professional qualifications or license.

4. Complete public disclosure of the full range of activities by and financing of lobbyists and those who employ their services is essential to the maintenance of citizen confidence in the integrity of local government.

5. It is in the public interest to ensure that lobbyists do not misrepresent facts, their positions, or attempt to deceive officials through false communications, do not place City officials under personal obligation to themselves or their clients, and do not represent that they can control the actions of City officials.

6. It is in the public interest to adopt these amendments to the City's regulations of lobbyists to ensure adequate and effective disclosure of information about efforts to lobby City government.

SEC. 48.02 Definitions

The following terms used in this Article shall have the meanings set forth below. Other terms used in this Article shall have the meanings set forth in the California Political Reform Act of 1974, as amended, and in the regulations of the California Fair Political Practices Commission, as amended, if defined therein.

"Activity expense" means any payment, including any gift, made to or directly benefiting any City official or member of his or her immediate family, made by a lobbyist, lobbying firm, or lobbyist employer.

"Agency" means the City of Los Angeles or any department, bureau, office, board, commission, other agency of the City, or any other government agency, required to adopt a conflict of interest code subject to City Council approval, and includes the City's Community Redevelopment Agency and the Los Angeles City Housing Authority.

"At the behest" means under the control of, at the direction of, in cooperation, consultation, coordination, or concert with, at the request or suggestion of, or with the express prior consent of any elective City officer or candidate for elective City office. A donation to a religious, charitable, or other nonprofit organization is not made at the behest of an elective City officer or candidate if the donation is solicited through a newspaper publication, through radio, television, or other mass media, or through a suggestion made to the entire audience at a public gathering. A donation to a religious, charitable, or other nonprofit organization is not made at the behest of an elective City officer or candidate solely because the name of the officer or candidate is listed with other names on written materials used to request donations or the officer or candidate makes a speech to the entire audience or is honored and given an award at an event sponsored by the organization.

"Attempting to influence" means promoting, supporting, opposing or seeking to modify or delay any action on municipal legislation by any means, including but not limited to providing or using persuasion, information, statistics, analyses or studies. A person attempts to influence municipal legislation when he or she engages in lobbying activities for the purpose of influencing a decision.

"City official" means any elective or appointed City officer, member, employee or consultant (who qualifies as a public official within the meaning of the Political Reform Act) of any agency, who, as part of his or her official duties, participates in the consideration of any municipal legislation other than in a purely clerical, secretarial or ministerial capacity.

"Client" means both

(1) the person who compensates a lobbyist or lobbying firm for the purpose of attempting to influence municipal legislation and

(2) the person on whose behalf a lobbyist or lobbying firm attempts to influence such municipal legislation, even if the lobbyist or lobbying firm is compensated by another person for such representation.

However, if a lobbyist or lobbying firm represents a membership organization and individual members of that organization, an individual member is not a client solely because the member is individually represented by the lobbyist or lobbying firm unless the member makes a payment for such representation in addition to usual membership fees.

"Compensated services" means services for which compensation was paid during a reporting period or for which the lobbyist or lobbying firm became entitled to compensation during that period.

"Controlled committee" means any committee controlled by an elective City officer or candidate for any elective City office, including any campaign, officeholder, legal defense fund, or ballot measure committee.

"Direct communication" means appearing as a witness before, talking to (either by telephone or in person), corresponding with, or answering questions or inquiries from, any City official or employee, either personally or through an agent who acts under one's direct supervision, control or direction.

"Donation" means a payment for which full and adequate consideration is not received.

"Elective city officer" means the Mayor, City Attorney, Controller and Member of the City Council.

"Elective officer" means any person who is a City Council Member, City Attorney, Controller or Mayor, whether appointed or elected.

"Fundraiser" means an individual who receives compensation to engage in fundraising activity as defined in this section.

"Fundraising activity" means soliciting a contribution or hosting or sponsoring a fundraising event or hiring a fundraiser or contractor to conduct any event designed primarily for political fundraising at which contributions for an elective City officer, candidate for elective City office, or any of his or her controlled committees are solicited, delivered or made.

"Host or sponsor" means to provide the use of a home or business to hold a political fundraising event without charging market value for the use of that location; to ask more than 25 persons to attend the event; to pay for at least a majority of the costs of the event; or to provide the candidate, campaign, committee and/or fundraiser more than 25 names to be used for invitations to the event.

"Lobbying activities" includes the following and similar compensated conduct when that conduct is related to a direct communication to influence any municipal legislation:

(1) engaging in, either personally or through an agent, written or oral direct communication with a City official;

(2) drafting ordinances, resolutions or regulations;

(3) providing advice or recommending strategy to a client or others;

(4) research, investigation and information gathering;

(5) seeking to influence the position of a third party on municipal legislation or an issue related to municipal legislation by any means, including but not limited to engaging in community, public or press relations activities; and

(6) attending or monitoring City meetings, hearings or other events.

"Lobbying entity" means a lobbyist, lobbying firm or lobbyist employer, as defined in this article.

"Lobbying firm" means any entity, including an individual lobbyist, which receives or becomes entitled to receive $1,000 or more in monetary or in-kind compensation for engaging in lobbying activities (either personally or through its agents) during any consecutive three-month period, for the purpose of attempting to influence municipal legislation on behalf of any other person, provided any partner, owner, shareholder, officer or employee of the entity qualifies as a lobbyist. Compensation does not include reimbursement of or payment for reasonable travel expenses. An entity receives compensation within the meaning of this definition whether or not the compensation is received solely for activities regulated by this article or is received for other activities as well; however, only that portion of compensation received for the lobbying activities shall count toward the qualification threshold. An entity **"becomes entitled to receive compensation"** when the entity agrees to provide services regulated by this Article, or performs those services, whether or not payment is contingent on the accomplishment of the client's purposes.

"Lobbyist" means any individual who is compensated to spend 30 or more hours in any consecutive three-month period engaged in lobbying activities which include at least one direct communication with a City official or employee, conducted either personally or through agents, for the purpose of attempting to influence municipal legislation on behalf of any other person.

Compensation does not include reimbursement of or payment for reasonable travel expenses. A person receives compensation within the meaning of this definition whether or not the compensation is received solely for activities regulated by this Article or is received for both lobbying activities and other activities as well. However, only the compensation for the lobbying activities shall be calculated to determine whether an individual qualifies as a lobbyist. An individual **"becomes entitled to receive compensation"** when the individual or the entity in which the individual is an employee, partner, owner, shareholder or officer, agrees to provide services regulated by this Article, or performs those services, regardless of whether payment is contingent on the accomplishment of the client's purposes. A lobbyist includes a person who owns an investment in a business entity if that person attempts to influence municipal legislation on behalf of the business entity and if the person acquires the investment as compensation for his or her lobbying services or in contemplation of performing those services.

"Lobbyist employer" means an entity, other than a lobbying firm, that employs a lobbyist in-house to lobby on its behalf.

"Major filer" means any person who makes payments or incurs expenditures totaling $5,000 or more during any calendar quarter for public relations, media relations, advertising, public outreach, research, investigation, reports, analyses, studies, or similar activities, for the purpose of attempting to influence action on any proposed or pending matter of municipal legislation, if these payments or expenditures are not required to be reported on a lobbyist or lobbying firm quarterly report. A **"major filer"** does not include a lobbyist, lobbyist employer, or lobbying firm. Expenditures and payments for regularly published newsletters or other routine communications between an organization and its members shall not be counted for the purpose of this definition.

"Municipal legislation" means any legislative or administrative matter proposed or pending before any agency (as defined in this Article), including but not limited to those involving the granting, denial, revocation, restriction or modification of a license, permit or entitlement for use (including all land use permits) if the Mayor, the City Council, any of its committees, any agency board, commission, committee, or general manager, or any agency officer or employee charged by law with holding a hearing and making a decision, is charged by law with making a final decision on the matter. However, **"municipal legislation"** does not include any of the following:

(1) A request for advice or for an interpretation of laws, regulations, City approvals or policies, or a direct response to an enforcement proceeding with the City Ethics Commission.

(2) Any ministerial action. An action is ministerial if it does not require the City official or employees involved to exercise discretion concerning any outcome or course of action.

(3) Any action relating to the establishment, amendment, administration, implementation or interpretation of a collective bargaining agreement or memorandum of understanding between an agency and a recognized employee organization, or a proceeding before the Civil Service Commission or the Employee Relations Board. Further, it does not include management decisions as to the working conditions of represented employees that clearly relate to the terms of such collective bargaining agreement or memorandum of understanding. Nevertheless, **"municipal legislation"** does include any action relating to collective bargaining taken by the City Council, any of its committees or members (including the staffs of such members), or by the Mayor or his or her office.

(4) Preparation or compilation of any radius map, vicinity map, plot plan, site plan, property owners or tenants list, abutting property owners list, photographs of property, proof of ownership or copy of lease, or neighbor signatures required to be submitted to the City Planning Department.

"Person" means any individual, business entity, trust corporation association, committee, or any other organization or group of persons acting in concert.

"Solicit" means to ask, personally or through an agent, that another person make a contribution to an elective City officer or candidate for City office, or to his or her controlled committee, including allowing one's signature to be used on a written request for funds. For purposes of this article, a lobbying entity solicits a contribution only when the lobbying entity does so

(i) at the behest of the elective City officer or candidate for elective City office, or his or her campaign treasurer, campaign manager, or member of his or her fundraising committee, or

(ii) if the lobbying entity has informed the candidate or officer that the person is soliciting the contributions.

City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Certification
CEC Form 50

Bid/Contract Number:	Department:
IFB#0111201001	General Services - Construction Forces

Name of Bidder:	Phone:
Integrity Environmental Consultants, Inc.	(949)586-1414

Address: 130 Vantis - suite 130, Aliso Viejo CA 92656

Email: mrahdar@integrityenvironmental.com

CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am a person or entity that is applying for a contract with the City of Los Angeles.

B. The contract for which I am applying is an agreement for one of the following:
   1. The performance of work or service to the City or the public;
   2. The provision of goods, equipment, materials, or supplies;
   3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h) [see reverse]; or
   4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i) [see reverse]:
      a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
         i. Are provided on premises that are visited frequently by substantial numbers of the public; or
         ii. Could be provided by City employees if the awarding authority had the resources; or
         iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
      b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37(i)(b).

C. The value and duration of the contract for which I am applying is one of the following:
   1. For goods or services contracts—a value of more than $25,000 and a term of at least three months;
   2. For financial assistance contracts—a value of at least $100,000 and a term of any duration; or
   3. For construction contracts, public leases, or licenses—any value and duration.

D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

Date: 9-2-2010 Signature: Mas Rahdar

Name: Massoud Rahdar

Title: President

Under Los Angeles Municipal Code § 48.09(H), this form must be submitted to the awarding authority with your bid or proposal on the contract noted above.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

CITY OF LOS ANGELES CONTRACT HISTORY

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the service or good provided, the amount of the contract, and the contract number. If the bidder or any affiliated entity had held no City of Los Angeles contracts during the preceding 10 years, state so in the space below. Use additional page(s) as needed.

Were any contracts held with the City of Los Angeles in the last 10 years? ☒ Yes ☐ No

Department with which Contract Held	Contract Dates	Services/Goods Provided	Contract Amount	Contract Number
General Services - Construction Forces	11/1/1996 To 6/30/2002	Asbestos Monitoring Services	$3,470,000	RFB F7752 Cont. 56299
↓	8/1/2002 To 12/31/2007	Asbestos Consulting Monitoring Services	$1,250,000	RFQ 571 cont. 57932
↓	10/17/2007 To 10/16/2010	Asbestos, Lead and Mold abatement	$1,000,000	IFB0824200600 Cont. C-1125-1
Los Angeles AIR-Ports	12/5/2005 To Open	Letter of Intent to Join GSD-CF w/cont. # 57932	$25,000	RFQ 571 cont. 57932
Building & Safety	6/17/2008 To Open	Contract to use GSD-CF Contr # C-1125-1	$1,000,000	IFB0824200600 Cont. C-1125-1
Recreation & Parks	9/14/2008 To Open	Non-exclusive basis Contract Pursuant to GSD-CF Cont. C-1125-1	$1,000,000	IFB0824200600 Cont. C-1125-1

Integrity Environmental Consultants, Inc.
Name of Organization

Signature

Massoud Rahdari
Print Name

President
Title

9/3/2010
Date

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

LOS ANGELES RESIDENCE INFORMATION

The City Council in consideration of the importance of preserving and enhancing the economic base and well being of the City encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City council on January 7, 1992, adopted a motion that requires bidders to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization INTEGRITY ENVIRONMENTAL CONSULTANTS, INC.

I. Corporate or Main Office Address:

130 YANTIS, SUITE 130

ALISO VIEJO, CA 92656

II. Total Number of Employees in Organization: 7

III. Number and Percentage of Employees in Organization who are Los Angeles City Residents:

4

57 %

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

CITY OF LOS ANGELES
Department of General Services
Construction Forces Division

CONTRACTOR CODE OF CONDUCT

The City of Los Angeles has long supported the premise that employers should fairly compensate employees, that the health and safety of workers should be protected, and that no form of discrimination or abuse should be tolerated. Experience indicates that laws and regulations designed to safeguard basic tenets or ethical business practices are disregarded in some workplaces, commonly referred to as "sweatshops."

In its role as a market participant that procures equipment, goods, materials and supplies, the City seeks to protect its interests by assuring that the integrity of the City's procurement process is not undermined by contractors who engage in sweatshop practices and other employment practices abhorrent to the City. When the City inadvertently contracts with these contractors, the City's ethical contractors are places at a distinct competitive disadvantage. Many times ethical contractors are underbid by unscrupulous contractors in competition for City contracts. These ethical contractors may be dissuaded from participating in future procurement contracts.

The City's proprietary contracting interests are served by doing business with contractors who make a good faith effort to ensure that they and their subcontractors shun sweatshop practices and adhere to workplace and wage laws. Seeking to protect these municipal interests, the City requires that all contractors subject to the Sweat-free Procurement Ordinance certify that they and, to the best of their knowledge, their subcontractors will comply with the City's Contractor Code of Conduct and to promise the following:

a) To 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 and employment discrimination.

b) To 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

c) To take good faith measures to ensure, to the best of the contractor's knowledge, that the contractor's subcontractors also comply with the City's Contractor Code of Conduct.

d) To pay employees working on contracts for garments, uniforms, foot apparel, and related accessories a procurement living wage, 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 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 which is 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.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understood the City's Contractor Code of Conduct and agree to comply with its requirements.

Signature of Officer of Authorized Representative	9/3/2010 Date
MASSOUD RAHDARI Name (Please Print)	President Title
INTEGRITY ENVIRONMENTAL CONSULTANTS, INC. Company Name	130 Vantis #130, Aliso Viejo, CA 92656 Address
	(949) 58-1414 Phone Number

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

DEPARTMENT OF GENERAL SERVICES
CONSTRUCTION FORCES DIVISION

INFORMATION RELEASE FORM

By signing below, I hereby authorize, without any reservations, any person or company I have listed as a reference in my bid proposal to disclose in good faith any information they may have regarding my qualifications for contracting. All information obtained will be in connection with proposals for contracted work. My authorization releases the Company, its agents, and all those who have provided information from any and all liability for damages arising from the investigation and disclosure of the requested information.

By signing below, I agree not to assert any claims or causes or action of any kind against the City of Los Angeles. I further release and discharge the City of Los Angeles from any and all claims, demands, damages, actions, cause of action, or suits of any kind or nature arising from the City's investigations.

I hereby acknowledge that I have read the above disclosure statement and have understood it.

Name: MASSOUD RAHDARI Title: PRESIDENT

Signature: [signature] Date: 9/3/2010

Firm's Name: INTEGRITY ENVIRONMENTAL Phone: (949) 586-1414

Firm's Address: 130 Vaptis, suite 130, Aliso Viejo, CA 92656

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

SECURITY GUARD SERVICES

In the event the successful contractor elects to provide a security guard at a project site, the contractor will guarantee that the security personnel are properly trained, qualified and certified and meet the minimum requirements and qualifications and have the following licenses and permits in the files:

1. All current and required licenses, certificates and/or permits, permanent "Guard Card" and permanent "Gun Card" (when the site or assignment requires armed security).
2. Permits and/or licenses to carry and use pepper spray, handcuffs, solid PR-24 baton, firearms/weapons.
3. Certificate of Knowledge and Powers of Arrest for private persons.
4. Special Officer permits form the LAPD. (L.A.M.C Sect. 52.34, LAPD Special Officer's Permit).
5. Valid Class C California Driver's License and/or California I.D.
6. Authorization for release of all Security Officer and Field Supervisor file information to the Contract Administrator.

In addition, security officers/guards who have been involved in any of the following will not be accepted for assignment to City owned project sites:

1. Any felon conviction.
2. Any high-grade misdemeanor.
3. Any sex crime conviction.
4. Any military conduct that involved dishonorable discharge, bad conduct or an undesirable discharge.

Verification for above violations, military conduct, and crime will be done through California Dept of Justice, DMV and/or FBI.

Presentation of Documents:
All Contract Security Officers and Field Supervisors shall present all required identification, certificates, permits, etc. upon demand of Contract Administrator or authorized designee/officer. Failure of any Security Officer and/or Field Supervisor to comply will result in immediate removal from all City Facilities.

CONTRACTOR EVALUATION PROGRAM

At the end of this contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.4 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the contract. A contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other contracts.

Contractor/bidder has read and understand the "CONTRACTOR EVALUATION PROGRAM" above and made this a part of the bid documents for this contract.

Integrity Environmental Consultants, Inc.
Contractor or Name of Company

Massoud Rahdar,		9/3/2010
By: Print Name and Title	Signature	Date

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or Employee of an 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 any Federal grant, the making of any Federal loan, the entering into any of cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreements.

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, 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 undersigned shall complete and submit Standard Form – LLL "Disclosure From to Report Lobbying" in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

4. 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 this 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.

Asbestos, Lead (Pb), Mold and Other Hazardous Material Assessment, Air Monitoring and Abatement Oversight
CONTRACT NAME

Integrity Environmental Consultants, Inc.
CONTRACTOR'S COMPANY NAME

Massoud Rahdari, President
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

M. Rahdari 9/3/2010
SIGNATURE DATE

0111201001
CITY OF LOS ANGELES IFB NUMBER

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

CERTIFICATION REGARDING DRUG FREE WORKPLACE ACT REQUREMENTS

The Contractor certifies that it will provide a drug-free workplace, in accordance with the federal Drug-Free Workplace Act of 1988 (41 USC 701 et seq.), 28 CFR Part 67; and the California Drug-Free Workplace Act of 1990, CA Gov't Code §§ 8350-8357:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing a drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace;
   b. The Contractor's policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation and employee assistance program; and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the program be given a copy of the statement required by paragraph 1 above.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the WIA program, the employee will:
   a. Abide by the terms of the statement, and
   b. Notify the Contractor of any criminal drug statute convictions for a violation occurring in the workplace no later than five days after such conviction.
5. Notifying the City within ten days after receiving notice under subparagraph 4b from an employee or otherwise receiving actual notice of such conviction.
6. Taking one of the following actions, within 30 days of receiving notice under subparagraph 4b with respect to any employee who is so convicted:
   a. Taking appropriate personnel action against such an employee, up to and including termination, or
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the provision of this certification.

Asbestos, Lead (Pb), Mold and Other Hazardous Material Assessment, Air Monitoring and Abatement Oversight
CONTRACT NAME

INTEGRITY ENVIRONMENTAL CONSULTANTS, INC.
CONTRACTOR'S COMPANY NAME

Massoud Rahbari, President
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

[signature] 9/8/2010
SIGNATURE DATE

0111201001
CITY OF LOS ANGELES IFB NUMBER

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 24 Section 24.510, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Asbestos, Lead (Pb), Mold and Other Hazardous Material Assessment, Air Monitoring and Abatement Oversight
CONTRACT NAME

Integrity Environmental Consultants, Inc.
CONTRACTOR'S COMPANY NAME

Massoud Rahdari, President
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

M. Rahdari 9/3/2010
SIGNATURE DATE

0111201001
CITY OF LOS ANGELES IFB NUMBER

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

INSTRUCTION FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction", "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

CITY OF LOS ANGELES
DEPARTMENT OF GENERAL SERVICES
CONSTRUCTION FORCES DIVISION

MINORITY/WOMEN BUSINESS ENTERPRISE AND OTHER BUSINESS SUBCONTRACTOR OUTREACH PROGRAM

All Prospective Bidders:

It is the policy of the Department of General Services to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all types of contracts awarded by this Department.

Every effort should be made by bidders to comply with this policy, as instructed on the following pages. The Department of General Services, General Manager takes these matters very seriously and if, in the opinion of the General Manager, a bidder has not made the best effort possible to comply, the General Manager will take appropriate action. This could include rejecting any and all bids and re-bidding the project.

Department of General Services
Construction Forces Division

MINORITY BUSINESS ENTERPRISE (MBE) / WOMEN BUSINESS ENTERPRISE (WBE) / OTHER BUSINESS ENTERPRISE (OBE) SUBCONTRACTOR OUTREACH PROGRAM

All documentation must be submitted with the bid package.

Failure to submit the required documentation with the bid will render the bid non-responsive.

The anticipated levels of

MBE Participation:	9%
WBE Participation:	13%

NOTE: It is recognized that it is not possible at the time of submission of the bid to accurately predict the amount of work that can be subcontracted for any subsequent contract awarded as a result of this bid.

Subcontractor Outreach Program information and/or assistance may be obtained through the Contract Administrator.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

MINORITY BUSINESS ENTERPRISE (MBE)/ WOMEN BUSINESS ENTERPRISE (WBE)/OTHER BUSINESS ENTERPRISE (OBE) SUBCONTRACTOR OUTREACH PROGRAM

SUMMARY

This policy sets forth the rules and procedures to be followed by respondents on construction contracts over $100,000 in regards to the City's Minority Business Enterprise (MBE), Women Business Enterprise (WBE) and Other Business Enterprise (OBE) Subcontractor Outreach Program. In general, this policy provides that respondents for contracts must demonstrate compliance with the indicators relating to an active outreach program to obtain participation by MBEs, WBEs, and OBEs. Failure to demonstrate a good faith effort to comply with the indicators will render the bid non-responsive. Also, penalties may be assessed by the City after contract award if MBE/WBE utilization as pledged to by the consultant is not met during the life of the contract.

A. GENERAL

This policy statement explains how the City's MBE, WBE, OBE Subcontractor Outreach Program will be administered within this contract. Hereinafter the Program will be referred to as "Subcontractor Outreach Program". The City is committed to ensuring full and equitable participation by minority, women, and other businesses in the provision of all goods and services to the City on a contractual basis. This Subcontractor Outreach Program is set forth in this policy Statement. Bidders shall be fully informed concerning the requirements of this Program. **Failure to comply with the City's Subcontractor Outreach Program will render the bid non-responsive and result in its rejection.**

Additional information and/or assistance in implementing this program may be obtained through the Contract Administrator.

B. DEFINITIONS

1. Minority or Women Business Enterprise (MBE or WBE): For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:

   a. A business that is at least 51 percent owned by one or more minority persons or women, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons or women; and

   b. A business whose management and daily business operations are controlled by one or more minority persons or women.

2. Other Business Enterprise (OBE): For the purpose of this program, Other Business Enterprise shall mean any business enterprise which does not otherwise qualify as a Minority or Women Business Enterprise.

3. Minority person: For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).

4. Certification as a Minority or Women Business Enterprise: an MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration; 2) State of California Department of Transportation (CalTrans); or 3) Los Angeles County Metropolitan Transportation Authority **on the date authority to negotiate a contract for the project is approved** if credit is to be allowed towards the anticipated levels of MBE/WBE participation on this contract.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

Applications for certification and directories of MBE/WBE certified firms are available at the following locations:

a. City of Los Angeles
Department of Public Works, Bureau of Contract Administration
Office of Contract Compliance – Centralized Certification Section
1149 S. Broadway St., 3rd Floor, Los Angeles, CA 90015
Telephone: (213) 847-1922

b. CalTrans
State of California, Department of Transportation, Civil Rights Program,
120 S. Spring Street, Los Angeles, CA 90012, Telephone: (213) 897-0606.
To order a directory, call (916) 445-3520
Internet address: http://www.dot.ca.gov/hq/bep/

c. Los Angeles County Metropolitan Transportation Authority
Diversity & Economic Opportunity Department, 1 Gateway Plaza, Los Angeles, CA 90012
Telephone: (213) 922-2600 FAX: (213) 922-7660
Internet address: http://www.metro.net/about_us/departments/deod/mwbe.htm

5. Good Faith Effort Documentation: The respondent must take affirmative steps prior to submission of their bid to ensure that a maximum effort is made to recruit potential subcontractors. Minority and women owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of subcontracting services. Affirmative steps for Good Faith Effort Documentation are outlined in Paragraph C herein. The Good Faith Effort Documentation must be submitted with the bid. Failure to submit the Good Faith Effort Documentation will render the bid non-responsive.

6. Subcontract: For the purpose of this program, the term "Subcontract" denotes an agreement between the Contractor and an individual, firm or corporation for the performance of a particular portion(s) of the work which the Contractor has obligated itself.

7. Subcontractor: An individual, firm, or corporation having a direct contract with the Contractor for the performance of a part of the work which is proposed to be constructed or done under the contract, including the furnishing of all labor, materials, and/or equipment.

8. Vendor and/or supplier: A firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.

9. Manufacturer: A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.

10. Broker: A firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the contract. The fee or commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.

11. Participation Recognition: This applies to recognition as an MBE/WBE.

a. All listed MBE or WBE firms must be certified as defined under Paragraph B, Definitions, Item 4, on the date bids for the project are opened before credit may be allowed toward the respective MBE or WBE pledged participation level.

b. Work performed by a prime contractor will not be considered for credit in computing any desired levels of MBE/WBE participation established by the Board of Public Works for this

project. The prime contractor will be required to make a good faith effort to obtain reasonable anticipated participation levels through subcontracting or materials and supplies acquisition.

c. Recognition for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor for such materials/supplies in computing the anticipated levels of MBE/WBE participation, unless the vendor manufactures or substantially alters the materials/supplies.

d. MBE/WBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.

e. A firm which qualified as both a MBE and a WBE will be credited as MBE participation or as WBE participation, but will not be credited for both.

f. A listed MBE or WBE firm must be potentially available to perform a commercially useful function, i.e., must be potentially responsible for the execution of a distinct element of the work and potentially available to carry out its responsibility by performing, managing and supervising the work.

g. MBE/WBE credit shall not be given to a Joint Venture partner listed as a subcontractor by a Joint Venture bidder.

C. GOOD FAITH EFFORT DOCUMENTATION

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts greater than $100,000. Bidders shall assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs, WBEs and OBEs have an equal opportunity to compete for and participate in City contracts. A bidder's good faith efforts to reach out to MBEs, WBEs and OBEs shall be determined by the level of effort put into achieving the following indicators. Failure to meet expected MBE/WBE participation levels will not by itself be the basis for disqualification or determination of noncompliance with this policy. **However, failure to include supporting documentation of a good faith effort and failure to achieve a minimum of 75 out of 100 Good Faith Effort evaluation points will render the bid non-responsive and will result in its rejection**. *Good Faith Effort documentation is required even if the bidder has achieved the anticipated MBE/WBE participation levels.* Adequacy of a bidder's good faith effort will be determined by the City after consideration of the indicators of good faith as set forth below:

INDICATOR	POINTS
1	0
2	10
3	10
4	9
5	15
6	10
7	5
8	10
9	26
10	5
Total:	**100**

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

Each indicator (2-10) is evaluated on a pass/fail basis, i.e. either full or zero points will be awarded for each item (partial credit will not be granted).

1	**LEVEL OF ANTICIPATED MBE/WBE PARTICIPATION**	No Points

The bidder has made a good faith effort to obtain potential subcontractor participation by MBEs, WBEs and OBEs which could be expected by the City to produce a reasonable level of participation by interested business enterprises, including the MBE and WBE percentages set forth on Page 1 herein.

2	**ATTENDED PRE-BID MEETING**	10 Points

The bidder attended the pre-bid meeting scheduled by the Contract Administrator to inform all bidders of the requirements for the project for which the contract will be awarded. This requirement will be waived if the bidder certifies in writing prior to the pre-bid meeting that it is informed as to those project requirements.

Required Documentation:
a) Attend pre-bid meeting and be listed on the attendance sheet; or
b) Submit a letter prior to the pre-bid meeting either by fax to (213) 473-6350, or by mail to the Department of General Services, Construction Forces Division, Attn: Contract Administrator, 555 Ramirez Street, Space 150-C, Los Angeles, CA 90012.

3	**SUFFICIENT WORK IDENTIFIED FOR SUBCONTRACTORS**	10 Points

The bidder has identified and selected potential work items in the project that can be expected to be performed by subcontractors in order to provide an opportunity for participation by MBEs, WBEs, and OBEs. Upon making this determination, the bidder subdivided the potential work into smaller portions or quantities to permit maximum active participation of MBEs, WBEs and OBEs.

Required Documentation: Proof of this must be demonstrated in either Indicator 4 or 5.

4	**ADVERTISEMENT**	9 Points

The bidder advertised for sub-bids or bids from interested business enterprises not less than **ten (10) calendar days** prior to the submission of bids in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified.

Required Documentation: A copy of the advertisement and a proof of publication affidavit or other verification which confirms the date the advertisement was published.

Note: The advertisement must include the City of Los Angeles project name, be specific to the project, not generic, and may not be a plan holder advertisement provided by the publication. It should include the name of the bidder, areas of work potentially available for subcontracting, and a contact person's name and telephone number, information on the availability of plans and specifications and the bidder's policy concerning assistance to subcontractors in obtaining bonds, lines of credit and/or insurance. Consideration will be given to the wording of the advertisement to ensure that it did not exclude or seriously limit the number of potential respondents.

5	**WRITTEN NOTICES TO SUBCONTRACTORS**	15 Points

The bidder provided written notice* of its interest in receiving potential subcontractor bids to those business enterprises, including MBEs, WBEs and OBEs, having an interest in participating in anticipated work items. All notices of interest shall be provided not less than **ten (10) calendar days**

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

prior to the date the bids are required to be submitted. In all instances, bidders are to document that information concerning its interest in subcontract work was sent to available MBEs, WBEs and OBEs for each item of work to be performed.

Required Documentation: A copy of each letter sent to potentially available MBEs, WBEs and OBEs for each anticipated work to be performed. If there is only one master notification, then a copy of the letter along with a listing of all recipients will suffice. Faxed copies must include the fax transmittal confirmation slip showing the date and time of transmission. Mailed letters must include copies of the metered envelopes or certified mail receipts. Letters must contain areas of work anticipated to be subcontracted, City of Los Angeles project name, name of the bidder, and contact person's name, address, and telephone number.

*This written notice can be used to satisfy Indicators 3, 7, and 10.

CERTIFICATION AGENCIES
(Bidders should contact the following agencies to obtain current copies of MBE/WBE directories.)

City of Los Angeles
Department of Public Works, Bureau of Contract Administration (213) 847-1922
Office of Contract Compliance – Centralized Certification Section
1149 S. Broadway St., 3rd Floor, Los Angeles, CA 90015

CalTrans
State of California, Department of Transportation (916) 445-3520 directory orders
Civil Rights Program http://www.dot.ca.gov/hq/bep/
120 S. Spring Street
Los Angeles, CA 90012

Los Angeles County Metropolitan Transportation Authority
Diversity & Economic Opportunity Department (213) 922-2600
1 Gateway Plaza, Los Angeles, CA 90012 (213) 922-7660 FAX
http://www.metro.net/about_us/departments/deod/mwbe.htm

6	**FOLLOW-UP ON INITIAL SOLICITATION**	10 Points

The bidder documented efforts to follow up initial solicitations made in Indicator #5 by contacting the potential subcontractors to determine with certainty whether said enterprises were interested in performing anticipated portions of the project work not less than **three (3) calendar days** prior to the date the proposals are required to be submitted.

Required Documentation: A copy of telephone logs. These logs must include the name of the company called, telephone number, contact person, who did the calling, time, date, and the result of the conversation. Bidder must follow-up with all subcontractors to whom they sent letters (Indicator No. 5).

7	**PLANS, SPECIFICATIONS AND REQUIREMENTS**	5 Points

The bidder provided interested potential subcontractors with information about the project scope, services requested, and other requirements for the anticipated subcontracting work.

Required Documentation: Include in Indicator 4 or 5, information detailing how, where and when the bidder will make the required information available to interested potential subcontractors.

8	**CONTACTED RECRUITMENT/PLACEMENT ORGANIZATIONS**	10 Points

The bidder requested assistance from organizations that provide assistance in the recruitment and placement of potential MBEs, WBEs and OBEs not less than **15 calendar days** prior to the

submission of the bids. Any legitimate association concerning MBE, WBE or OBE activities not on the following list may also be contacted for this purpose.

Required Documentation: A copy of each letter sent to outreach agencies requesting assistance in recruiting MBEs, WBEs and OBEs. Faxed copies must include the fax transmittal confirmation slip showing the date and time of transmission. Mailed letters must include copies of the metered envelopes or certified mail receipts. Letters must contain anticipated areas of work that may be available for subcontracting, City of Los Angeles project name, the bidder's name, and contact person's name, address, and telephone number.

RECRUITMENT/PLACEMENT ORGANIZATIONS

Mayor's Office of Economic Development Center Minority Business Opportunity Committee (MBOC) 200 N. Spring Street, 13th Floor Los Angeles, CA 90012 Attn: Linda Smith, Executive Director	(213) 978-0671 (213) 978-0690 FAX http://www.lamboc.org
National Center for American Indian Enterprise Development 11138 Valley Mall, Suite 200 El Monte, CA 91731 Attn: Management Consultant	(626) 442-3701 (626) 442-7115 FAX http://www.ncaied.org
Latin Business Association (LBA) 120 South San Pedro Street Ste. 530 Los Angeles, CA 90012 Attn: Procurement Manager	(213) 628-8510 (213) 628-8519 FAX http://www.lbausa.com
Black Business Association (BBA) 5444 Crenshaw Blvd., 2nd Floor Los Angeles, CA 90043 Attn: Earl "Skip" Cooper, II	(323) 291-9334 (323) 291-9234 FAX http://www.bbala.org
Asian Business Association (ABA) 120 South San Pedro St. Ste. 523 Los Angeles, CA 90012 Attn: Gordon Eng, President	(213) 628-1ABA (213) 628-3222 FAX http://www.aba-la.org
Engineering Contractor's Association 8310 Florence Avenue Downey, CA 90240 Attn: Jim Burton	(800) 293-2240 (562) 923-6179 FAX http://www.ecaonline.net
National Association of Women Business Owners (NAWBO) 900 Wilshire Blvd. Ste. 404 Los Angeles, CA 90017 Attn: Helen Han	(213) 622-3200 (213) 622-6659 FAX http://www.nawbola.org

Although e-mail addresses have been provided for most of the outreach organizations, it should be noted that no credit will be awarded for Indicator Number 8 if the letters are sent to the organizations via e-mail.

9	**NEGOTIATED IN GOOD FAITH**	26 Points

The bidder has discussed or contacted in good faith interested potential MBEs, WBEs and OBEs and did not unjustifiably reject as unsatisfactory bids prepared by any enterprise, as determined by the City.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

Required Documentation: a) Copies of all potential MBE/WBE/OBE bids or quotes received; b) List of all potential subcontractors, including MBE & WBE (Schedule A); and c) Summary sheet organized by work area, listing the bids or quotes received, and the name of the subcontractor who submitted the bid or quote, and a brief reason given for selection/non-selection as a potential subcontractor. If the bidder elects to perform a listed work area with its own forces, an explanation must be provided and included on the summary sheet.

Note: For the purposes of this bid only, letters of intent acknowledging a potential subcontractor's interest in being contacted for work and/or hourly rates for their type of work will be considered the "bids or quotes received."

10	**BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE**	5 Points

The bidder documented efforts to advise and assist interested potential MBEs, WBEs and OBEs in obtaining bonds, lines of credit, or insurance required by the City or bidder.

Required Documentation: Include in Indicator 4 or 5, information about the bidder's efforts to assist with bonds, lines of credit and insurance.

The bidder shall submit completed good faith effort documentation with their bid. The City in its review of the good faith effort documentation may request additional information to validate and/or clarify that the good faith effort submission was adequate. Such information shall be submitted promptly upon request by the City.

D. AWARD OF CONTRACT

The City reserves the right to reject any and all bids. The award of a contract will be to the lowest responsive, responsible bidder whose proposal complies with all requirements prescribed herein. This includes compliance with the required Good Faith Effort Subcontractor Outreach Program. A positive and adequate demonstration to the satisfaction of the City that a good faith effort to include potential MBE/WBE/OBE subcontractors' participation was made is a condition for eligibility for award of the contract.

In the event that the City considers awarding away from a bidder because of the bidder's failure to supply adequate good faith effort documentation, the City shall afford the bidder an opportunity to present further evidence prior to a public hearing of the bidder's good faith effort in making an outreach.

E. SUBCONTRACTOR SUBSTITUTION

In addition to the requirements set forth in the provisions pertaining to the listing of potential subcontractors, the following shall apply for the purposes of this program:

1. Substitution During Construction: The contract award requires that the level of all subcontractor participation shall be maintained throughout the duration of the contract. To this extent, any unapproved reduction in the listed subcontract amount will be considered an unauthorized substitution.

   If a subcontractor or material supplier is to be replaced or eliminated, the Contractor shall notify the Contract Administrator in writing at Department of General Services/ Construction Forces Division, 555 Ramirez Street, Space 150-C, Los Angeles, CA 90012, and obtain approval thereof prior to taking such action.

2. MBE/WBE/OBE Sub-bidder/Subcontractor Substitution: The City requires that whenever the Contractor seeks to substitute a bid-listed subcontractor, the Contractor must make a good faith effort to replace the subcontractor.

a. The Contractor shall contact some of each of the following: certified MBE, certified WBE, and OBE sub-bid prospects from each trade for which sub-bid/subcontracting work is available and document the following for submittal:

1. Name of company contacted; contact person and telephone number; date and time of contact.
2. Response for each item of work which was solicited, including dollar amounts.
3. Reason for selection or rejection of sub-bid prospect.

In the event that the Contractor is unable to find some certified MBE, certified WBE, and OBE sub-bid prospects for each trade, the Contractor should contact the Office of Contract Compliance at (213) 847-6480 for assistance prior to certifying, under penalty of perjury, that it was unable to fully meet this requirement.

b. In the event that a subcontract is reduced due to a project change that will not be specified in a change order, the Contractor shall request approval for reducing the subcontract by documenting the following for submittal:

1. The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.
2. The reason for the reduction. Specific details should be given in order for the Contractor's request to be processed promptly.

c. The Contractor shall submit all documentation to the authorized City representative for review by the Office of Contract Compliance.

F. SUB-AGREEMENT FALSIFICATION

Falsification or misrepresentation of a sub-agreement as to company name, contract amount and/or actual work to be done by the sub-bidder/subcontractor will result in sanctions set forth in provisions pertaining to listing of subcontractors.

G. SUBMITTAL DOCUMENTS

1. List of Potential MBE/WBE/OBE Subcontractors (Schedule A)
~ Bidders shall submit with their bid the List of Potential MBE/WBE/OBE Subcontractors, provided here in as Schedule A. The bidder shall list the name, address, telephone, contact person and a description of work or supplies to be provided by each of the firms which may be utilized to perform portions of work in a specific bid. This list is considered the bidders list of pre-qualified subcontractors which will be utilized when preparing a bid for a specific project. For this reason, it is expected that the bidder will list a multiple of potential subcontractors for each specific area of work.

2. Task Work Order List of Subcontractors (Schedule B)
~ At the time a specific task work order is assigned to the contractor, the contractor must submit the Task Work Order List of Subcontractors (Schedule B). The Schedule B is required prior to commencement of work. The contractor is committing itself to utilizing the subcontractors listed on this schedule for the portions of work and subcontract amounts for which they are listed.

3. Final Subcontracting Report (Schedule C)
~ Upon completion of each task work order, a summary of these records shall be prepared on the "Final Report of Subcontracting and Purchases" form (Schedule C) and certified correct by the contractor or its authorized representative. The completed form shall be furnished to the City within 15 working days after completion of the contract.

H. AWARD OF CONTRACT

Nothing herein restricts the discretion of CFD to reject all bids in accordance with Charter Section 371.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

SCHEDULE A

LIST OF POTENTIAL MBE/WBE/OBE SUBCONTRACTORS

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

No.	Company Name Address Telephone/Contact Person	License No.	MBE / WBE / OBE	Description of work to be performed.
1	EMS Laboratories 117 W. Bellevue Dr. Pasadena, CA 91105 T. (626) 568-4065	Metro Fa#1683 CUCP#9591 Metro Fa#1683	WBE OBE	Laboratory svcs, in Particular TEM analysis
2	Amerisci California 24416 S. main St #308 Carson, CA 90745 T. (310) 834-4868	#83299	CBE	Laboratory svcs in General
3	American Trade & Technical Enterprises P.O. Box 2882, Anaheim, CA 92814 T. (714) 454-2055	541380 N/A	SBE NO	Industrial hygiene svcs, training and mold assessment

NOTE: I hereby declare that I will be utilizing this list to solicit bids from these subcontractors before responding to individual projects originating under this contract.

Name Massoud Rahdari Signature Massoud Rahdari

Title President Date 9/3/2010

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

SCHEDULE B

TASK WORK ORDER LIST OF SUBCONTRACTORS

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

Project Title	Transaction Number
Asbestos, Lead (Pb), mold and other hazardous material assessment, air monitoring and abatement oversight	

Contractor	Address
Integrity Environmental Consultants Inc	130 Nantis, suite 130 Aliso Viejo CA 92656
Contact Person	**Phone/Fax**
Massoud Rahdari	T. (949) 586-1414 F. (949) 586-5922

LIST OF ALL SUBCONTRACTORS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONTRACTOR	DESCRIPTION OF WORK OR SUPPLY	MBE / WBE/ OBE	CALTRANS / CITY / MTA CERT. NO	DOLLAR VALUE OF SUBCONTRACT
EMS Laboratories 117 W. Bellevue Dr. Pasadena, CA 91105 T. (626) 568-4065	Lab SVC	WBE OBE	Metro #1683 CUCP #9591	$34,000
Ameristar California 24416 S. Main St #308 Carson, CA 90745 T. (310) 834-4868	Lab SVC	CBE	#83299	$30,000
American Trade & Technical Enterprises P.O. Box 8382 Stanton CA 92814 T.: (714) 454-2055	Industrial Hygiene & Training	NO	NO	$10,000

PERCENTAGE OF MBE/WBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	$ 0	0 %
TOTAL WBE AMOUNT	$	30 %
BASE BID AMOUNT	$1,000,000	

Signature of Person Completing this Form

President — Title

9/3/2010 — Date

TO BE SUBMITTED PER PROJECT BID UNDER THIS CONTRACT

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

SCHEDULE C

FINAL SUBCONTRACTING REPORT

Project Title	Transaction Number
Asbestos, Lead (Pb), mold and other hazardous material assessment, air monitoring and abatement oversight	

Company Name	Address
Integrity Environmental Consultants, Inc.	130 Vaught, Suite 130, Aliso Viejo, CA 92656
Contact Person	**Phone/Fax**
Massoud Rahbari	T: (949) 586-1414 F: (949) 586-5922

Name, Address, Telephone No. of all Subcontractors Listed on Schedule B	Description of Work or Supply	MBE / WBE/ OBE	Original Dollar Value of Subcontract	Actual Dollar Value of Subcontract*
EMS Laboratories 117 W. Bellevue Dr. Pasadena CA 91105 T: (626) 568-4065	Laboratory SVC Metro File #9591 CLCP #9591	WBE DBE	$30,000	$30,000
Americi, California 24416 S. Main St, #308 Carson CA 90745 T: (310) 834-4862	Laboratory SVC CBE #83999	CBE	$34,000	$34,000
American Trade & Technical Enterprises P.O. Box 2882 Anaheim CA 92814 Tel. (714) 454-2055	Industrial hygiene SVCS and training	NO	$12,000	$10,000

* If the actual dollar value differs from the original dollar value, please explain the differences and give details.

	Total Dollars	Achieved Levels	Pledged Levels		Total Dollars	Achieved Levels	Pledged Levels
MBE Participation				WBE Participation			

Massoud Rahbari
Print Name and Signature of Person Completing this Form

President — 9/9/2010
Title — Date

SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

Piper Technical Center
555 Ramirez Street, Space 150-C
Los Angeles, CA 90012
Phone: (213) 473-5078
Fax: (213) 473-6350

CONSTRUCTION FORCES

DEPARTMENT OF GENERAL SERVICES
CITY OF LOS ANGELES

Fax

Date:	July 15, 2010
To:	Prospective Bidder
From:	Theresa Torres
Re:	Bid for "Asbestos, Lead (Pb), Mold and Other Hazardous Material Assessment, Air Monitoring and Abatement Oversight"
Attachment:	Addendum # 1
Total Pages:	2 (including cover sheet)

☑ Urgent ☑ FYI ☐ Per Your Request ☐ Please Reply ☐ Sign & Return

The due date for the subject bid is moved to Monday, August 23, 2010 at 1:00 pm. Please find attached Addendum #1, reflecting the same information. Original copy of addendum #1 is also being mailed to you today.

Please note that because of the change in the bid due date, the due dates for the GFE Outreach will also change/ be extended.

Should you have any questions, please give me a call at (213) 473-0652. Thank you.

IFB #0111201001

CONSTRUCTION FORCES

ASBESTOS, LEAD (Pb), MOLD AND OTHER HAZARDOUS MATERIAL ASSESSMENT, AIR MONITORING AND ABATEMENT OVERSIGHT

IFB# 0111201001

ADDENDUM #1

July 15, 2010

Change:

1. Bids are due Monday, August 23, 2010 at 1:00 pm.

All other terms and conditions remain the same.

Please include this addendum in your bid package submission.

Theresa Torres, Contract Administrator
(213) 473-0654

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

Piper Technical Center
555 Ramirez Street, Space 150-C
Los Angeles, CA 90012
Phone: (213) 473-5078
Fax: (213) 473-6350

CONSTRUCTION FORCES

DEPARTMENT OF GENERAL SERVICES
CITY OF LOS ANGELES

Fax

Date:	August 17, 2010
To:	Prospective Bidder
From:	Theresa Torres
Re:	Bid for "Asbestos, Lead (Pb), Mold and Other Hazardous Material Assessment, Air Monitoring and Abatement Oversight"
Attachment:	Addendum # 2
Total Pages:	22 (including cover sheet)

☑ Urgent ☑ FYI ☐ Per Your Request ☐ Please Reply ☐ Sign & Return

The due date for the subject bid is moved to Tuesday, September 7, 2010 at 1:00 pm. Please find attached Addendum #2, reflecting the same information. Original copy of addendum #2 is also being mailed to you.

Please note that because of the change in the bid due date, the due dates for the GFE Outreach will also change/ be extended.

Should you have any questions, please give me a call at (213) 473-0652. Thank you.

CONSTRUCTION FORCES

ASBESTOS, LEAD (Pb), MOLD AND OTHER HAZARDOUS MATERIAL ASSESSMENT, AIR MONITORING AND ABATEMENT OVERSIGHT

IFB# 0111201001

ADDENDUM #2

August 17, 2010

Addition/Change/Clarification:

1. Bids are due on Tuesday, September 7, 2010, at 1:00 pm.

2. In the Invitation for Bid, replace page 6 with the attached page 6A. Page 6A contains the following changes:

   a. The Minimum License Requirement is hereby amended to read as follows:

   "Prospective bidders must have the following on staff at the time bids are due and for the duration of the contract:

   1. A principal who is a Certified Asbestos Consultant (CAC) for a minimum of three (3) years, as determined by the State of California Division of Occupational Safety & Health (CAL-DOSH) and
   2. A CA Site Surveillance Technician (CSST) certified by CAL-DOSH.

   Notes:

   - For purposes of this IFB, a principal is defined as an owner, an officer of a corporation, a general partner of a partnership, a sole proprietor of a sole proprietorship, or any key personnel with similar supervisory function. The key personnel holding the CAC license must be properly identified in the bid documents. Additional requirements for the key personnel are identified in the Bid Specification Summary, Section IV. Laboratory and Contractor Personnel Qualifications.
   - A second CAC can be substituted in place of the required CSST."

3. In the Invitation for Bid, replace page 12 with the attached page 12A. Page 12A reflects corrections on line item #s 16, 18 thru 22, 23 and 25.

4. In the Invitation for Bid, replace page 16 with the attached page 16A. Page 16A reflects required information regarding the Contractor's key personnel.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

5. Replace the entire Bid Specification Summary with the attached. Following are the changes reflected on the revised Bid Specification Summary:

   a. Section III. Contractor Capabilities, sub-section 1. Air Sampling and Air Sample Analysis is hereby corrected to read:

      "... EPA Rule 40 CFR Part 763 ..."

   b. Under Section VII. Selection Criteria, the last criteria is hereby amended to read:

      "Provided proof and evidence of proper insurance as outlined in the IFB."

   c. Under Section XI. Contract Requirements, sub-section 3. Insurance, the requirement for pollution liability has changed. Pollution liability shall no longer be required.

   d. Under Section XIV. Payment for Air Monitoring Services, the following provision is added to the section:

      "In a case when final air clearance analysis results are unacceptable, repeated final air clearance procedures must be performed. Unless CFD authorizes otherwise, all costs associated with the repeated final air clearance procedures, including payment to the Air Monitoring Contractor, shall be the responsibility of the Abatement Contractor. This shall be applicable to any type of material being abated, including mold."

6. Following are the answers to the questions raised by prospective bidders:

   Question: Is the $1,000,000 estimated total divided among the seven (7) Contractors or will the amount be per Contractor?
   Answer: This estimated total is the ceiling amount for the contract and will be divided among all the Contractors who will be awarded with the contract. This amount is also the ceiling for the entire term of the contract, which can be up to three (3) years.

   Question: The RFP document states that ".company must have a principal registered as a Certified Asbestos Consultant.". The term "principal" was also used in the previous RFP and had created confusion and irregularities in the bidding and selection process. Moreover, as with most public bids, if not all, the requirement for certified individuals, such as Certified Asbestos Consultants, is satisfied as long as individuals with said certifications are employed by the bidding firm, and not necessarily "Principles" (assuming that the usage of the word principles refers to some sort of ownership). Consequently, if the bidding firm's employees are experienced individuals and have the Certified Asbestos Consultant certification, will that be acceptable and satisfactory in lieu of a "principal" having said certification?
   Answer: Refer to item #2 of this addendum.

   Question: Please define the term "principal".
   Answer: Refer to item #2 of this addendum.

   Question: What percentage of ownership, if any, does "Principal" represent? Is there a minimum percentage ownership required?

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

Answer: The principal, if an owner of the business entity, must own 10 percent or more of the business entity.

Question: In case the bidding firm is a corporation how is "principal" determined?
Answer: The principal, as defined in item #2 of this addendum, applies to all types of businesses, such as sole ownership, partnership, corporation or joint venture.

Question: In case the bidding firm is a corporation, the stockholders are the owners of the corporation, however they are solely the investors, whereas the certified professionals are employees of the corporation, in this case how can the firm successfully meet the Certified Asbestos Consultant requirement set forth?
Answer: Owners are not the only required key personnel who can hold the CAC license. Refer to item #2 of this addendum.

Question: If the bidding firm is a publicly traded company how is "principal" determined?
Answer: The principal, as defined in item #2 of this addendum, applies to all types of businesses, such as sole ownership, partnership, corporation or joint venture.

Question: What is the last date to submit a request for information?
Answer: The last day to submit a request for information is ten (10) calendar days before the bid due date.

Question: Is "Payment Discount" part of the evaluation of lowest bidding firm at this stage of the RFP?
Answer: The payment discount terms are analyzed and considered when evaluating bids, to determine the lowest responsive, responsible bidder.

Question: Please include a copy of the total expenditures per firm table that was presented during the Pre-bid conference, in the upcoming addendum.
Answer: The following information cover expenditures from the time the contracts were executed until June 28, 2010, the day of the pre-bid meeting when this was first presented. These expenditures do not include expenditures from other departments and divisions who piggybacked or used the GSD-CFD contracts.

Contractors	Contract Number	Expenditures
A-Tech Consulting, Inc.	C-112497	$29,620.00
Global Environmental Training and Consulting, Inc.	C-112499	$44,764.00
Integrity Environmental Consultants, Inc.	C-112501	$23,843.05
National Econ Corporation	C-112491	$6,901.00
Payday Express dba The Bainbridge Group, Inc.	C-112498	$11,282.00

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Question: It seems that the City is actively in pursuit of involving MBE/OBE/WBE and others in this bidding process, as such the requirement for the Certified Asbestos Consultant to be a "principal" of the firm is exclusionary to many firms and has no sound technical reasoning, if indeed there is some reason behind this requirement please provide it herein.

Answer: The Good Faith Effort (GFE) as outlined in the bid package is a City contracting requirement that CFD must include as part of the bidding process. The GFE does not require a principal of bidding company to be an MBE/WBE/OBE. The bidding company, however, must perform the GFE outreach and obtain a passing score of 75 points in order for the bidding company to be considered a responsive bidder.

Question: Page 10, question #20, what contractor's license is being requested here? Is there a contractor's license requirement for this contract?

Answer: There is no Contractor's license requirement for this bid. Put "N/A" on question #s 20 and 21, if that is the case.

Question: Can the bid submittal be printed on both sides of the paper?

Answer: Yes, the bid submittal can be printed double-sided.

Question: Is the "Construction" section pages 85-94 relevant to this IFB? If not, do we need to complete this section?

Answer: Yes, the Responsibility Questionnaire is relevant and needs to be completed by the bidder. If a question does not apply to your company, put "N/A."

Question: In the Schedule of Prices, how will the percentage value provided in line #12 "Overhead and Profit" be used in the evaluation process?

Answer: Line item #12 will be evaluated the same way as the other line items: values from all bidders will be compared to determine the seven (7) lowest responsive and responsible bidders.

Question: Can blue ink be use in completion of IFB required documents?

Answer: Yes, you can complete the IFB documents using blue ink.

Question: The bid submittal instructions indicate that certain City of Los Angeles provided documents be included in our submittal. In an effort to reduce the amount of paper used, is it acceptable to reproduce these City of Los Angeles provided required documents as four to a page, double-sided

Answer: Bid package submission can be printed double-sided, but not to the extent of minimizing 4 pages to fit into 1 side. Fitting 4 pages into 1 side will make it almost impossible for us to read the document.

Question: Category section 12 is for overhead and profit. We are consultants and we normally do not price things out that way. Can we just provide you with our rates and give you a zero percent for this category?

Answer: Provide a percent number for line item #12, Overhead and profit, as you deem appropriate and competitive.

Question: Category 16 is for TEM bulk samples. For the 4-hour lab turnaround you have requested qualitative analysis. No caveat is included for the other lab turnaround time levels. Therefore are we to use qualitative or quantitative for the other time frames?

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Answer: For line item #16, provide rates to perform qualitative analysis on all turn-around time.

Question: Category 23 is for the mold air samples, both culturable and total spore. In order to provide you with a single price, we can only do this for the generic culturable analysis, which will provide you with only results to genus. The culturable analysis to species is more expensive and will not be provided unless a separate category is provided for it.

Answer: Provide rates for both culturable analysis and total spore analysis. Refer to the revised Schedule of Work and Prices, page 12A.

Question: Category 25 is for mold swab samples. Which analysis are you looking for, direct analysis (i.e. non-culturable) or culturable?

Answer: Provide rates for both culturable analysis and non-culturable analysis. Refer to the revised Schedule of Work and Prices, page 12A.

Question: If you are looking for the culturable analysis, are you looking for results based on genus or species?

Answer: Provide rates for both genus and species. Refer to the revised Schedule of Work and Prices, page 12A.

Question: Category 19 is for lead air, wipe, and bulk. We are assuming that you are referring to lead bulk paint chips, not other bulk materials such as cement.

Answer: Provide rates for paint chips and dust particle. Refer to the revised Schedule of Work and Prices, page 12A.

Question: Category 22 is TTCLP. We are assuming that this is TCLP.

Answer: Line item #22 is for Toxicity Characteristic Leaching Procedure (TCLP). The Schedule of Work and Prices, page 12A, has been revised to reflect this correction.

Question: Additionally, categories 21 and 22 cannot be analyzed on a 4 or 24 hour basis. Due to mixing and other sample prep requirements, TCLP cannot be analyzed faster that 32 hours and the STLC cannot be analyzed faster that 48-72 hours. How do we deal with this issue?

Answer: Provide rate for TCLP at 32-hr turn-around and STLC at 48-hr turn-around. Refer to the revised Schedule of Work and Prices, page 12A.

All other terms and conditions remain the same.

Please include this addendum in your bid package submission.

Theresa Torres, Contract Administrator
(213) 473-0664

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CITY OF LOS ANGELES
DEPARTMENT OF GENERAL SERVICES
CONSTRUCTION FORCES DIVISION

INSTRUCTIONS TO BIDDERS FOR:

ASBESTOS, LEAD (Pb), MOLD AND OTHER HAZARDOUS MATERIAL ASSESSMENT, AIR MONITORING AND ABATEMENT OVERSIGHT

VARIOUS WORK ORDER NUMBERS

ESTIMATED TOTAL: $1,000,000.00

MINIMUM LICENSE REQUIREMENTS:

Prospective bidders must have the following on staff at the time bids are due and for the duration of the contract:

1. A principal who is a Certified Asbestos Consultant (CAC) for a minimum of three (3) years, as determined by the State of California Division of Occupational Safety & Health (CAL-DOSH) and
2. A CA Site Surveillance Technician (CSST) certified by CAL-DOSH.

Notes:

- For purposes of this IFB, a principal is defined as an owner, an officer of a corporation, a general partner of a partnership, a sole proprietor of a sole proprietorship, or any key personnel with similar supervisory function. The key personnel holding the CAC license must be properly identified in the bid documents. Additional requirements for the key personnel are identified in the Bid Specification Summary, Section IV. Laboratory and Contractor Personnel Qualifications.
- A second CAC can be substituted in place of the required CSST.

PRE-BID CONFERENCE INFORMATION:

A pre-bid conference will be conducted on **Monday, June 28, 2010 at 9:30 am** at Piper Technical Center, 555 Ramirez St., Space 150C, Los Angeles, California 90012 in the conference room.

The purpose of this pre-bid conference is to inform prospective bidders of the submittal requirements and provisions relative to GSD's "Minority/Women Business Enterprise and Other Business Outreach Program," City Affirmative Action Program and Labor Code compliance requirements.

Questions concerning the MBE/WBE and Other Business Outreach Program, Affirmative Action Program, and Labor Code compliance requirements and to R.S.V.P. for the Pre-Bid Conference, should be directed to the Contract Processor, Louisa Tan either via email at GSD.CFDContracts@lacity.org or by phone at (213) 473-0652.

The Department of General Services General Manager may award a contract at any time within three (3) months after receipt of bids.

The bid of any party who has been delinquent or unfaithful in the performance of any former contract with the City may be rejected.

This Invitation for Bid, the General Conditions, General Requirements, bid specification summary and any and all related addenda must be submitted together as your bid.

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ITEM #	DESCRIPTION	Rates for the Analysis of Sample(s) based on Turnaround Results				
		Up to 4 Hours	8 Hours	24 Hours	48 Hours	1 to 5 Days
14	Analysis of Asbestos Airborne Sample using Phase Contrast Microscopy (PCM) Analysis.	$	$	$	$	$
15	Analysis of Asbestos Airborne Sample using Transmission Electron Microscopy (TEM) Analysis.	$	$	$	$	$
16	Analysis of Asbestos Bulk Sample using Transmission Electron Microscopy (TEM) Qualitative Analysis.	$	$	$	$	$
17	Analysis of Asbestos Bulk Sample using Polarized Light Microscopy (PLM) Analysis.	$	$	$	$	$
18	Analysis of Asbestos Micro-Vac Samples	N/A	N/A	$	$	$
19	Analysis of Lead/Wipes/Air Samples, Bulk Paint Chips Samples and Dust Particles.	N/A	N/A	$	$	$
20	Lead Waste Characterization for Total Threshold Limit Concentrations (TTLC) Analysis.	N/A	N/A	$	$	$
21	Lead Waste Characterization for Soluble Threshold Limit Concentration (STLC) Analysis.	N/A	N/A	N/A	$	$
22	Toxicity Characteristic Leaching Procedure (TCLP)	N/A	N/A	N/A	32-hr turn-around $	$
23	Analysis of Mold Air Samples (both viable and non-viable)					
	23a. Culturable Analysis	$	$	$	$	$
	23b. Total Spore Analysis	$	$	$	$	$
24	Analysis of Mold Tape Lifts	$	$	$	$	$
25	Analysis of Mold Swab Samples					
	25a. Culturable Analysis – Genus	$	$	$	$	$
	25b. Culturable Analysis – Species	$	$	$	$	$
	25c. Non-culturable Analysis	$	$	$	$	$

NOTES:

1. The rates above are inclusive of labor, equipment, gear and all other materials necessary to properly execute and complete the job.
2. Hourly rates include travel time, mileage and other incidental costs.
3. Contractors are mandated to honor the rates reflected on the Schedule of Prices for the initial term of the contract.

PAYMENT DISCOUNT TERMS:

Payment terms are Net 30 days unless bidder otherwise quotes cash discount terms in the box below. The bidder agrees to offer the City any payment discount terms that are offered to its best customers and apply such discount to payments made that meet the discount terms.

Cash discounts offered for payment less than 25 days will not be considered by the City when evaluating bids. All cash discounts shall be taken and computed from the date of delivery or completion and acceptance of the materials and/or service, or from the date of receipt of the invoice, whichever is latest. Partial payments may be made by the City upon receipt of the Contractor's invoice. The City reserves the right to withhold payment until a copy of the invoice is received from the contractor.

Payment Discount offered to the City: _____% for payment within _____ days.

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CONTRACTOR KEY EMPLOYEE REFERENCE SHEET

Bidders are required to complete the following reference information. This information will be reviewed as part of the bid package for determining the successful bidder. Contractor shall provide information on key employees (including superintendents, supervisors/general foremen, foremen etc.). Information shall consist of name, title, years experience, current licenses and/or certifications, and any other pertinent information. Attach additional sheets, if necessary.

Emergency Contact: _____ Title _____

Years of Relevant Experience _____ Years Employed by the Contractor _____

Cell phone #: _____ Other Contact #s: _____

Current Licenses and/or Certifications (include registration #s) _____

Other Pertinent Information _____

Name of Employee: _____ Title _____

Years of Relevant Experience _____ Years Employed by the Contractor _____

Cell phone #: _____ Other Contact #s: _____

Current Licenses and/or Certifications (include registration #s) Certified Asbestos Consultant

Other Pertinent Information _____

Name of Employee: _____ Title _____

Years of Relevant Experience _____ Years Employed by the Contractor _____

Cell phone #: _____ Other Contact #s: _____

Current Licenses and/or Certifications (include registration #s) Certified Site Surveillance Technician

Other Pertinent Information _____

Name of Employee: _____ Title _____

Years of Relevant Experience _____ Years Employed by the Contractor _____

Cell phone #: _____ Other Contact #s: _____

Current Licenses and/or Certifications (include registration #s) _____

Other Pertinent Information _____

Name of Employee: _____ Title _____

Years of Relevant Experience _____ Years Employed by the Contractor _____

Cell phone #: _____ Other Contact #s: _____

Current Licenses and/or Certifications (include registration #s) _____

Other Pertinent Information _____

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City of Los Angeles

Department of General Services
Construction Forces Division

BID SPECIFICATION SUMMARY

Asbestos, Lead (Pb), Mold and Other Hazardous Material Assessment, Air Monitoring and Abatement Oversight

IFB# 0111201001

I. Bid Documents

The City of Los Angeles, Department of General Services (GSD) is authorized to provide new construction services utilizing City or hiring hall forces, and to let contracts for specialty work that these forces cannot perform, for projects for which GSD is selected to act as Prime (or General) Contractor by the Board of Public Works, the Board of Recreation and Park Commissioners, or the Board of Library Commissioners with all contracts for such specialty work to be let in compliance with applicable City competitive bidding and contracting requirements (City Ordinance 176359).

This "Invitation for Bid" is being released for the purpose of pre-qualifying up to seven (7) contractors who will provide support to GSD's Construction Forces Division (CFD) on projects involving asbestos, lead (Pb), mold and other hazardous material assessment, air monitoring and abatement oversight, on an "as-needed" basis. After contractors are pre-qualified, a copy of the plans, specifications, and/or manuals for each project will be provided to each pre-qualified contractor. The pre-qualified contractors will competitively bid each project. The pre-qualified contractor with the lowest bid meeting specifications will be responsible for performance of each project's work in compliance with the information contained in the project plans, specifications and/or manuals.

Information will be provided either on disk (*Adobe, TIFF* and/or *Word* formats) and/or by requesting a paper copy from the Contract Administrator. This solicitation (either disk or paper copy) shall in no way be construed as a contract or request to perform work. All expenses incurred in preparing and submitting a bid is the sole responsibility of the bidder.

All questions and correspondence concerning the plans, specifications, manuals and/or elements of work required to complete any given project should be addressed in writing to:

Department of General Services
Construction Forces Division
Attn: Theresa Torres, Contract Administrator
Piper Technical Center
555 Ramirez Street, Space 150-C
Los Angeles, CA 90012

Or by fax at (213) 473-0676 or by email at GSD.CFDContracts@lacity.org. The City will provide a written response.

CFD will function as the Prime (or General) Contractor for projects awarded pursuant to these contracts. As used throughout these bid documents, "Air Monitoring Contractor" or simply "Contractor" shall mean the asbestos, lead (Pb), mold and other hazardous material assessment, air monitoring and abatement oversight contractor who has a direct contract with CFD, whereas "Subcontractor" shall mean a contractor who contracts directly with the Contractor to perform some part of the work of a given project undertaken under this contract. Subcontractors have no direct contract with CFD related to said project. All Subcontractors need to perform their work in compliance with the information contained in this bid.

II. Term of Contract and Schedule

The contract will take effect on the date it is executed by the City Clerk and will last for a period of one year. CFD reserves the right and option to renew any contract awarded from this Invitation for Bid for up to 2 additional one-year periods on the same terms and conditions. Any option to renew will only be exercised during the current contractual period. The term of a renewed contract will begin on the expiration date of the current contract.

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The City may terminate this contract, or any part thereof, for its convenience, without penalty, upon providing the contractor 30 days written notice prior to the effective date of termination. 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.

The City's obligation to pay any amount due hereunder for any City fiscal years after the current fiscal year is contingent upon 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.

Work schedules will be indicated per project. Project activities will be coordinated with CFD. CFD will be present at the project site to coordinate any work in conjunction with other trades during the course of the project.

III. Contractor Capabilities

1. Air sampling and Air Sample Analysis

Contractor will be expected to conduct air sampling before, during and after any abatement project. Air samples are to be collected within the abatement area and also in any potentially hazardous areas outside of the work area. Sampling and analytical methods for the air samples will be in strict accordance with EPA Rule 40 CFR Part 763 final rule, "Asbestos-Containing Material in Schools." Copies of current South Coast Air Quality Management District (SCAQMD) permits for HEPA filters must be kept on site with air sampling equipment available for inspection by staff or inspectors from the SCAQMD or Cal/OSHA.

The City reserves the right to specify the number of air samples taken for any given project.

2. Asbestos, Lead (Pb), Mold and Other Hazardous Material Assessment

Contractor is responsible for recommending corrective actions for unacceptable building and/or work conditions involving the above materials. Contractor will be expected to collect and analyze all required data to develop or interpret existing data for environmental exposure/risk assessments for the identified materials. Data is to include a description of the location, the area's physical characteristics, condition of the material, extent of coverage and/or presence and accessibility, circulation data, employee/occupant numbers, activity levels and duration. If exceptionally hazardous exposure condition exist, air sampling is to be performed and the integration of this information into the environmental exposure/risk assessment data will form the basis for the development of exposure evaluations. Risk assessment reports must be sent to the authorized City Project Manager for evaluation and final determination prior to commencement of abatement projects.

The City reserves the right to specify the number and position of the employees of the Air Monitoring Contractor that will be utilized on any given project.

3. Employee Training Seminars

Contractor will be expected to conduct or subcontract for City employee's training in various environmental and hazmat concerns and procedures. This program will be designed to incorporate the City's documentation and procedural requirements into those of the most recent health and safety regulations.

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4. **Emergency Response**

In order to facilitate emergency response, the Contractor is expected to provide emergency services (i.e., must arrive at the affected City site, ready to begin work) within four (4) hours of being contacted by an authorized City representative. This includes weekends and holidays.

IV. Laboratory and Contractor Personnel Qualifications

All licenses, certifications and registrations must be valid and kept current. The City may request for copies of licenses, certifications and/or registrations at any time. Failure to provide the requested copies within the specified time may render the bid non-responsive.

1. **Laboratory Certifications and Accreditation**

   a. Participation in National Institute for Occupational Safety and Health's (NIOSH) Proficiency Analytical Testing Program (PAT) for airborne sample analysis using Phase Contrast Microscopy (PCM). Participation also in AIHA and ELPAT.

   b. Participation in National Institute of Standards and Technology's (NIST) National Voluntary Laboratory Accreditation Participation (NVLAP) for airborne sample analysis using Transmission Electron Microscopy (TEM).

2. **Laboratory Quality Assurance**

   a. Effective participation in NIOSH Proficiency Analytical Testing (PAT) rounds.

   b. Implementation of NVLAP's quality assurance / quality control requirements for airborne (TEM) samples analysis.

   c. Explanation of supervised laboratory quality assurance program currently in effect for PCM and TEM sample analysis.

   d. Effective participation in proficiency testing for lead (Pb) analysis.

3. **Analytical Methods**

   a. Airborne asbestos samples analysis utilizing PCM must be performed using industry standards.

   b. Final clearance airborne asbestos samples analysis (when specifically requested) must be performed in strict accordance with the EPA rule, CFR 40 Part 763, "Asbestos-Containing Materials in Schools; Final Rule and Notice," Appendix A to Subpart E--Interim Transmission Electron Microscopy Analytical Methods—Mandatory and Non-Mandatory—and Mandatory Section to Determine Completion of Response Actions.

4. **Contractor Personnel Qualifications**

   a. Contractor shall have a minimum of three (3) years of experience in providing asbestos, lead (Pb), mold and other hazardous material assessment, air monitoring and abatement oversight. The business should also be in existence for at least a period of three (3) years. Contractor shall have experience in working for a federal, state, county agency or local municipality. Contractor shall have a verifiable track record, and must provide a list of references (including names, titles and phone numbers) of projects or contract managers for whom the applicable services are currently being provided, or have been provided.

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b. Contractor shall identify its key personnel on page 16A of the IFB, Contractor Key Employee Reference Sheet. Information shall consist of name, title, years experience, current licenses and/or certifications, and any other pertinent information. Contractor shall provide, together with the bid package, evidence that all key personnel have received adequate and government-required training.

In the event that the CAC key personnel is terminated either by the Contractor or the individual, with or without cause, or if the CAC key personnel is otherwise unavailable to perform services for the Contractor, the Contractor shall provide the City written notification detailing the circumstances of the unavailability of the CAC key personnel and designating replacement personnel prior to the effective date of the CAC key personnel termination or unavailability. In addition to the required CAC license, the Contractor shall propose a replacement personnel that have the level of experience and expertise equivalent to the unavailable or terminated CAC key personnel, subject to the City's review and approval. Failure to notify the City of such CAC key personnel termination and/or unavailability shall be a material breach of this contract and can be grounds for termination of the contract.

The Contractor recognizes and agrees that early notification of the unavailability/termination of CAC key personnel and proposed replacement CAC personnel is essential to avoiding delays in project completion. Moreover, the Contractor shall not be allowed to bid on individual projects until the proposed replacement CAC personnel has been approved by the City.

c. Contractor shall provide a brief operational history of its organization, describing its ability to provide needed services (monitoring, air sampling, environmental risk assessment, City employee training).

d. All field and laboratory personnel shall work under the supervision of a Certified Asbestos Consultant.

e. All Air Monitoring personnel must have successfully completed and passed the NIOSH 582 course "Sampling and Analysis of Airborne Asbestos Fibers" or equivalent.

5. Additional Requirements

a. Laboratory shall have analytical equipment for PCM, TEM, and lead (Pb) & mold analysis (Atomic Absorption Spectroscopy), as well as an analytical equipment for PCM to analyze samples on job site.

b. Laboratory PCM microscopist must be accredited for bulk and air samples analysis for asbestos. Accreditation must be from EPA-approved institutions, and the certificates must be available upon request. Lab personnel must be trained for lead (Pb) and mold analysis and the use of related analytical equipment.

c. Laboratory must maintain strict chain of custody for sample analysis.

d. Laboratory must be able to, in emergency situations, provide a minimum of four (4) hour response time for sample analysis.

e. Contractor must demonstrate proficiency in asbestos, lead (Pb) and/or mold analysis, in monitoring abatement projects, and have an effective quality control program. The quality control program must be presented upon request.

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V. Licenses

The Contractor's licenses shall be current and in good standing. All work is to be performed in accordance with the latest editions of all applicable codes and regulations including but not limited to: Standard Specifications for Public Works Construction (green book), City of Los Angeles Building Codes, Cal/OSHA, the South Coast Air Quality Management District (SCAQMD), Indoor Air Quality Association (IAQA) and all other applicable regulations and Environmental Protection Agency (EPA) guidelines. In the event of a conflict between regulatory agencies and their regulations and procedures, the most stringent procedures shall prevail.

All employee certifications and accreditation covered by this agreement must be kept current and in force during the entire term of the agreement. Failure to do so may result in immediate termination for cause. The City may request copies of all such certifications, licenses and accreditation at any time, for review by City personnel, Cal/OSHA and other agency inspectors.

VI. Permits

Contractor shall obtain the necessary permits from the State of California and other agencies, and notify the EPA Regional Asbestos Coordinator and the State of California, Division of Industrial Relations, as required by law.

Contractor shall obtain and pay for the necessary permits, licenses, and fees required by the City, County of Los Angeles, SCAQMD, and State of California and the appropriate federal agencies.

VII. Selection Criteria

The seven (7) lowest responsive and responsible bidders shall be selected using the following criteria:

- Submission of a complete response to IFB#0111201001.
- Complied and completed all legal and administrative requirements which included:
  - Contractor Governmental Project Reference Sheet
  - Contractor Key Employee Reference Sheet
  - LWO/SCWRO Subcontractor Declaration of Compliance Form
  - Subcontractor Information Form
  - Equal Benefits Ordinance Compliance Form
  - Non-Discrimination, Equal Employment Practices and Affirmative Action Program
  - Child Care Declaration Statement
  - Certification of Compliance with Child Support Obligations
  - Certification Regarding Compliance with the Americans with Disabilities Act
  - Pledge of Compliance with Contractor Responsibility Ordinance
  - Contractor Responsibility Questionnaire
  - Slavery Disclosure Ordinance Affidavit
  - Bidders Certification CEC Form 50
  - City of Los Angeles Contract History
  - Los Angeles Residence Information
  - Contractor Code of Conduct
  - Information Release Form
  - Contractor Evaluation program
  - Certifications Regarding Lobbying, Drug-Free Workplace And Debarment

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- Principal(s) of the company meets/meet the license requirements specified on page 6 of the Invitation for Bid.
- Company responding to the IFB has a minimum of three (3) years of experience providing asbestos, lead (Pb), mold and other hazardous material assessment, air monitoring and abatement oversight at the time bids are due on September 7, 2010. The business must be in existence for at least a period of three (3) years at the time bids are due.
- Properly executed signature pages, notarized and signed by officer(s) of the company.
- Pass the MBE/WBE/OBE Subcontractor Outreach Program, with a score of at least 75 points.
- Submitted a complete Schedule of Work and Prices.
- Provided proof and evidence of proper insurance as outlined in the IFB.

VIII. Scope of Work

After pre-qualified contractors are selected, the City will conduct bidding activities on an "as needed, job-by-job" basis. The pre-qualified contractors shall base their bids on the scope of work specified in the job-specific information sheet prepared by an authorized City representative. Each project shall be awarded to the lowest responsive and responsible bidder furnishing satisfactory security for performance and complying with specifications to provide asbestos, lead (Pb), mold and other hazardous material assessment, air monitoring and abatement oversight. Work shall meet or exceed all required federal, state and local codes and regulatory standards.

Work shall be scheduled during normal City working hours, five days per week excluding Saturdays, Sundays and Holidays unless so instructed or agreed to by the City prior to start of work. CFD normally works Monday through Thursday, however a Monday through Friday schedule can be accommodated. For any given project, the Contractor's final schedule, mobilization plan, working days and hours of operation will be determined at a pre-construction meeting when the Contractor submits a proposed work schedule.

IX. Submission of "As-Needed, Job-by-Job" Bids

The City shall not be liable for any loss sustained by the contractor encountered in submitting bids and/or doing the work. Arrangements to examine a work site must be made at least 24 hours in advance by an authorized City representative, unless (1) otherwise agreed to by the bidding contractors, or (2) it is an emergency job.

Qualified Contractors may submit written bids to the authorized City representative in person, or by mail prior to or by the date and time specified by the authorized City representative. Bids shall be submitted by sealed envelope, to be opened by the authorized City representative after the specified bid due date and time.

Emergency Jobs

A job that the authorized City representative deems to be an emergency may be exempt from the job walk process. In such case, the authorized City representative will establish a contractor rotation plan where each contractor is given an opportunity to handle emergency.

Contractor shall be paid a minimum of four (4) hours for every emergency call out.

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X. Schedule for Commencement and Work Completion

Prior to the commencement of a contract work, a pre-construction meeting may be held between the Contractor and an authorized City representative, to review the mobilization plan, work schedule, work hours and other coordination issues. The authorized City representative shall schedule the pre-construction meeting.

A start date for the project shall be established by the authorized City representative. If the Contractor cannot comply with the schedule, the next lowest bidder meeting specifications will be selected. The Contractor must coordinate job starts with the authorized City representative. Any changes to the scope of work must be authorized in writing by the authorized City representative.

Final authority for all safety-related questions is with the authorized City Representative. Likewise, for all other aspects of abatement jobs, air monitoring, sampling, set-up and take-down, disposal, number and level of personnel on or at the job, cost disputes, etc., the City Project Manager is the final authority.

The Contractor shall cooperate with City inspectors, authorized City representatives, building occupants, and other contractors who may be working on the job site in order to properly complete the project. The Air Monitoring Contractor shall be physically on-site for the entire period the Abatement Contractor is doing the remediation, to oversee and monitor all abatement activities.

XI. Contract Requirements

Once the Contractors are selected, the following will apply to the job bidding, job start and payment process:

Contractors' bids for specific projects shall be requested in writing by the City. Bids may be required to include the following information:

- Material cost plus percentage mark-up.
- Rentals.
- Equipment.
- Subcontracted services.
- Class(es) of personnel to be employed on the project (e.g. air monitoring technicians, consultants, industrial hygienists, etc.)
- Hourly/labor rate for each job classification.
- The estimated number of hours to complete the job, and the maximum dollar amount charged per job.
- The not-to-exceed total job cost or lump sum cost.

The project will be awarded to the lowest bidder meeting specifications. Work shall start only after obtaining a Notice to Proceed from CFD.

Change order requests must be submitted to the authorized City representative in a timely manner for review and acceptance or rejection prior to beginning work on those elements. The City will not pay the Contractor for change order work that has not been pre-approved in writing by the authorized City representative before the work has begun.

1. Invoices:

The Contractor shall submit the original invoice to the Department of General Services, Construction Forces Division, 555 Ramirez St. Space 150-C, Piper Technical Center, Los Angeles, CA 90012, Attn: Contract Administrator. Invoices must include contract number,

work order number, transaction number, jobsite, and jobsite address. Work must be invoiced by bid line items. Service line items must indicate the date the service was provided. Back-up documents such as supplier or subcontractor invoice, as well as Conditional Waiver and Release form, must accompany each invoice.

Contractors may be required (as determined by the authorized City representative, auditors, or personnel from the Department of Public Works' Bureau of Contract Administration) to supply payroll sheets with any supporting documentation requested for each job and, at the discretion of the authorized City representative, these payroll sheets may be required to be certified.

2. **Payments:**

Progress payments for each project may be made at the request of the Contractor but require prior approval by the City. A proposed payment schedule must be submitted by the bidder at the pre-construction meeting for review to develop a payment schedule mutually agreeable to the City and Contractor.

Each written request for progress payment shall include:

- Contractor's invoice including invoice #
- Engineering observation (if required)
- Verification of all required inspections and deputy inspection approvals
- Submittal of unconditional lien releases from vendors and Subcontractors
- Itemization of charges by contract line item

The City shall retain 10% of each progress payment until submittal and approval of final unconditional releases, test results, Project Close Out Package, and resolution of all punch-list items that may exist.

A complete Project Closeout Package must be received by the authorized City Representative before the standard payment process will begin. No invoice will be processed without a complete Project Closeout Package. The City will not start to calculate an invoice's discount, if applicable, until a complete Project Closeout Package is received by CFD.

Payment shall be subject to the determination of the City Controller that all provisions of the contract have been complied with by the Contractor.

3. **Insurance:**

The insurance requirements for this bid are:

a. **Workers' Compensation/Employer's Liability** (Statutory Limit) with Waiver of Subrogation in favor of City and Employer's Liability with a minimum limit of $1 million dollars per occurrence.

b. **General Liability** (to include Premises and Operations, Contractual Liability, Independent Contractors and Products/Completed Operations) with a minimum limit of $1 million dollars per occurrence.

c. **Automobile Liability** (to include Hired Automobiles, Owned Automobiles and Non-owned Automobiles) with a minimum limit of $500,000 dollars per occurrence.

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d. **Professional Liability.** (with a discovery period of 12 months after completion of work or termination of contract) with a minimum limit of $1 million dollars per occurrence.

The contractor shall be responsible for securing insurances with limits higher than above should it be required by another City Department for which services will be provided.

Required insurance forms shall be provided to the qualified bidders. The bidder will then have ten (10) days to complete and submit the forms to the City. Timely and accurate submissions are the sole responsibility of the bidder. (See General Conditions, Section 00317.)

XII. Contractor's Requirements

The Contractor is required to furnish all labor, materials, equipment, tools, monitoring, supervision and all incidentals required for providing asbestos, lead (Pb), mold and other hazardous material assessment, air monitoring and abatement oversight.

The safety of the Contractor's personnel, the general public and others in the immediate work area and property shall be the responsibility of the Contractor. Safe work practices shall be utilized and enforced, as specified by Cal/OSHA and CFD. All tools and equipment shall be of safe design and in good condition, as specified by Cal/OSHA and CFD. Any work being performed in an unsafe manner, or unsafe tools/equipment, as deemed by the City or Cal/OSHA, shall be cause for the City to stop any work in progress. Work stopped for safety reasons shall not resume until the situation has been corrected, documented and approved by Cal/OSHA and/or CFD. Any expense as a result of unsafe work practices and/or tools or equipment shall be borne by the Contractor. Any equipment or material furnished must conform to the current safety code of the California Division of Safety and Health (DOSH) and all Cal/OSHA requirements where applicable.

The Contractor will be responsible for traffic control, protection of property, utility interference, access to property, public relations, accurate records and nuisance problems such as those related to dust, mud, noise, etc.

The Contractor is required to verify all existing conditions and dimensions prior to starting any work. Any discrepancies, conflicts or omissions, etc., shall be reported to the City representative before bids are due and before proceeding with work. Failure to report additional work for verification by the City representative prior to starting work may result in no payment for either unauthorized work or additional work that cannot be verified.

The Contractor is required to cooperate and coordinate with CFD, other contractors on site, project-specific personnel and City representatives in order to expedite the completion of each project.

The Contractor is required to accept full responsibility for the security against loss or damage to the equipment involved while in its possession or in the possession of any of its agents. The Contractor shall reimburse the City for any loss or damage to City equipment while in either its or its agent's care or custody.

The Contractor is required to maintain a clean and orderly work area including regular removal and disposal of debris generated as a result of work performed by the Contractor. City representatives may require immediate clean up if work or adjacent areas become unsafe. Areas adjacent to work areas must be kept "broom clean," meaning to the degree expected by the use of a push or hand broom, as opposed to a vacuum cleaner. Adjacent areas, equipment, exhibits and structures must be adequately protected from damage and dirt or debris. The Contractor shall be held liable for any damages

including damages to personal property caused by the Contractor's personnel or as a result of construction activities. The Contractor will be responsible for protecting existing work completed in surrounding work areas.

The Contractor is required to respond to work requests in a timely manner. All work performed by the Contractor will be subject to the approval of the City Engineer and/or CFD project manager. Any sub-standard work shall be removed and replaced to the City Engineer's and/or CFD project manager's satisfaction at the Contractor's expense with no costs to the City. Should the Contractor fail to perform within the contract terms and requirements, the City reserves the right to obtain the same services from other sources without penalty to the City for exercising this right.

The methods and appliances utilized by the Contractor shall be such as to achieve a satisfactory quality of work, and enable completion of the work within the time agreed upon. If at any time such methods and appliances appear inadequate, the City may order the Contractor to improve their character, or increase their efficiency via written memoranda and the Contractor shall conform to such written memoranda, but the failure of the City to order such improvement of methods, or increase of efficiency, will not relieve the Contractor from the obligation to achieve a level of quality of work that is satisfactory to the City, or finish it in the time agreed upon. The Contractor shall be responsible for coordination of all work including that by subcontractors under the Contractor's control.

All additional work required as a result of the Contractor's non-performance shall be charged back to the Contractor at no additional expense to the City. The City shall have the right to deduct and retain the amount of such damages from any monies due under the contract. Contractor shall comply with applicable laws and regulations of the City and other jurisdictions including, but not limited to, those laws relating to wages, hours and conditions of employment.

The Contractor is required to comply with all applicable sections of the labor code of the State of California pertaining to labor and the prevailing and/or living wage scale. Payroll documentation and other related information pertaining to workers shall be submitted upon request to the City's Office of Contract Compliance. Failure to comply may result in wage restitution and/or State penalties in accordance with California law.

Within twenty one (21) days after completion of all work activities and final air clearance report is received by CFD, the Contractor shall deliver to the City's authorized representative all closeout documents as required, which may include but not limited to:

- Written guarantees, where required.
- Technical manuals and instructions.
- Completed as-built drawings.
- Certificates of inspection and acceptance by local governing agencies having jurisdiction.
- Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.
- Unconditional Item lien release from vendors and Subcontractors.
- Final approved submittals
- Final air clearance report.

The Project Closeout Package must be printed as a booklet industry standard. The Contractor may be charged with liquidated damages amounting to $126.00 for each day the Project Closeout Package is received beyond its due date.

The job site shall be cleaned and debris hauled away. A final job walk will be made to observe any unfinished work or discrepancies that may exist. Any remaining work activities shall be documented in

a final punch-list and transmitted to the Contractor. Contractor shall resolve all punch-list items prior to the release of retention monies.

Repair of Damage

Any damage to public or private property, caused by the Contractors outside of scopes of the required work, must be restored to a condition equal to and matching the condition existing prior to the damage, by repair of existing work or by replacement of damage materials with new materials, as necessary for property restoration, at no cost to the City.

Operation Facilities and Services

Unless otherwise specified, the contractor shall provide any necessary water supply, electrical services, toilet or other facilities required for performance of the work and for conduct of operations, all in accordance with governing code regulations.

The City will not provide any services to the contractor, including parking, clerical, telephones, working space, or document reproduction services unless otherwise specified.

Safety Provisions

All precautions must be taken which are necessary for accomplishment of the work in a safe and orderly manner, as required by Cal/OSHA and CFD safety procedures.

XIII. City's Right to Inspect Work

The City shall have the right to review completed work and work in progress to ascertain that the requirements of the Contract are being fulfilled. Deficiencies noted shall be promptly corrected at the Contractor's expense.

XIV. Payment for Air Monitoring Services

In a case when final air clearance analysis results are unacceptable, repeated final air clearance procedures must be performed. Unless CFD authorizes otherwise, all costs associated with the repeated final air clearance procedures, including payment to the Air Monitoring Contractor, shall be the responsibility of the Abatement Contractor. This shall be applicable to any type of material being abated, including mold.

The Abatement Contractor will be responsible for payment of the Air Monitoring Contractor if the number of days allowed to perform work exceeds the total number of hours allowed in the job-specific information sheet.

For example, CFD has a project for remediation. The hazardous material Coordinator for CFD has indicated in the job-specific bid information sheet that remediation and monitoring work shall take no more than 40 hours to complete.

The bids are received, and ABC Abatement and XYZ Monitoring Services are awarded the project.

ABC Abatement Contractor and XYZ Monitoring Services begin to work on the project. For whatever reason, ABC Abatement Contractor has fallen behind their schedule. In order to complete the project, ABC Abatement Contractor will now need to provide an additional 10 hours.

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Because ABC Abatement Contractor requires additional 10 hours to complete the remediation work, XYZ Monitoring services has to be present at the job site too for an additional 10 hours.

Since the additional hours did not result from a change in scope of work by the City, CFD will get a quote from the Air Monitoring Contractor for the additional required hours. A deductive change order from the Abatement Contractor will also be requested by CFD. CFD will then withhold monies from the Abatement Contractor in order to pay the Air Monitoring contractor.

Therefore, it is important for the Abatement Contractor to complete the scope of work in the specified time set by the City. Otherwise, monies will be deducted from the Abatement Contractor's payment.

XV. Certified Waste Landfills Site

All debris removed from the construction project site that is unable to be recycled must be sent to a "Certified Waste Landfill Site," if not otherwise properly recycled or disposed by the abatement contractor. A list of the certified landfills site can be obtained by contacting the City's Department of Public Works, Bureau of Sanitation at (213) 473-8277 or the general sanitation information hotline at 1-800-773-2489.

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City of Los Angeles

Department of General Services
Construction Forces Division

BID SPECIFICATION SUMMARY

Asbestos, Lead (Pb), Mold and Other Hazardous Material Assessment, Air Monitoring and Abatement Oversight

IFB# 0111201001

I. Bid Documents

The City of Los Angeles, Department of General Services (GSD) is authorized to provide new construction services utilizing City or hiring hall forces, and to let contracts for specialty work that these forces cannot perform, for projects for which GSD is selected to act as Prime (or General) Contractor by the Board of Public Works, the Board of Recreation and Park Commissioners, or the Board of Library Commissioners with all contracts for such specialty work to be let in compliance with applicable City competitive bidding and contracting requirements (City Ordinance 176359).

This "Invitation for Bid" is being released for the purpose of pre-qualifying up to seven (7) contractors who will provide support to GSD's Construction Forces Division (CFD) on projects involving asbestos, lead (Pb), mold and other hazardous material assessment, air monitoring and abatement oversight, on an "as-needed" basis. After contractors are pre-qualified, a copy of the plans, specifications, and/or manuals for each project will be provided to each pre-qualified contractor. The pre-qualified contractors will competitively bid each project. The pre-qualified contractor with the lowest bid meeting specifications will be responsible for performance of each project's work in compliance with the information contained in the project plans, specifications and/or manuals.

Information will be provided either on disk (*Adobe, TIFF* and/or *Word* formats) and/or by requesting a paper copy from the Contract Administrator. This solicitation (either disk or paper copy) shall in no way be construed as a contract or request to perform work. All expenses incurred in preparing and submitting a bid is the sole responsibility of the bidder.

All questions and correspondence concerning the plans, specifications, manuals and/or elements of work required to complete any given project should be addressed in writing to:

Department of General Services
Construction Forces Division
Attn: Theresa Torres, Contract Administrator
Piper Technical Center
555 Ramirez Street, Space 150-C
Los Angeles, CA 90012

Or by fax at (213) 473-0676 or by email at GSD.CFDContracts@lacity.org. The City will provide a written response.

CFD will function as the Prime (or General) Contractor for projects awarded pursuant to these contracts. As used throughout these bid documents, "Air Monitoring Contractor" or simply "Contractor" shall mean the asbestos, lead (Pb), mold and other hazardous material assessment, air monitoring and abatement oversight contractor who has a direct contract with CFD, whereas "Subcontractor" shall mean a contractor who contracts directly with the Contractor to perform some part of the work of a given project undertaken under this contract. Subcontractors have no direct contract with CFD related to said project. All Subcontractors need to perform their work in compliance with the information contained in this bid.

II. Term of Contract and Schedule

The contract will take effect on the date it is executed by the City Clerk and will last for a period of one year. CFD reserves the right and option to renew any contract awarded from this Invitation for Bid for up to **2** additional one-year periods on the same terms and conditions. Any option to renew will only be exercised during the current contractual period. The term of a renewed contract will begin on the expiration date of the current contract.

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The City may terminate this contract, or any part thereof, for its convenience, without penalty, upon providing the contractor 30 days written notice prior to the effective date of termination. 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.

The City's obligation to pay any amount due hereunder for any City fiscal years after the current fiscal year is contingent upon 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.

Work schedules will be indicated per project. Project activities will be coordinated with CFD. CFD will be present at the project site to coordinate any work in conjunction with other trades during the course of the project.

III. Contractor Capabilities

1. Air sampling and Air Sample Analysis

Contractor will be expected to conduct air sampling before, during and after any abatement project. Air samples are to be collected within the abatement area and also in any potentially hazardous areas outside of the work area. Sampling and analytical methods for the air samples will be in strict accordance with EPA Rule 40 CFR Part 73 final rule, "Asbestos-Containing Material in Schools." Copies of current South Coast Air Quality Management District (SCAQMD) permits for HEPA filters must be kept on site with air sampling equipment available for inspection by staff or inspectors from the SCAQMD or Cal/OSHA.

The City reserves the right to specify the number of air samples taken for any given project.

2. Asbestos, Lead (Pb), Mold and Other Hazardous Material Assessment

Contractor is responsible for recommending corrective actions for unacceptable building and/or work conditions involving the above materials. Contractor will be expected to collect and analyze all required data to develop or interpret existing data for environmental exposure/risk assessments for the identified materials. Data is to include a description of the location, the area's physical characteristics, condition of the material, extent of coverage and/or presence and accessibility, circulation data, employee/occupant numbers, activity levels and duration. If exceptionally hazardous exposure condition exist, air sampling is to be performed and the integration of this information into the environmental exposure/risk assessment data will form the basis for the development of exposure evaluations. Risk assessment reports must be sent to the authorized City Project Manager for evaluation and final determination prior to commencement of abatement projects.

The City reserves the right to specify the number and position of the employees of the Air Monitoring Contractor that will be utilized on any given project.

3. Employee Training Seminars

Contractor will be expected to conduct or subcontract for City employee's training in various environmental and hazmat concerns and procedures. This program will be designed to incorporate the City's documentation and procedural requirements into those of the most recent health and safety regulations.

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4. **Emergency Response**

In order to facilitate emergency response, the Contractor is expected to provide emergency services (i.e., must arrive at the affected City site, ready to begin work) within four (4) hours of being contacted by an authorized City representative. This includes weekends and holidays.

IV. Laboratory and Contractor Personnel Qualifications

All licenses, certifications and registrations must be valid and kept current. The City may request for copies of licenses, certifications and/or registrations at any time. Failure to provide the requested copies within the specified time may render the bid non-responsive.

1. **Laboratory Certifications and Accreditation**

   a. Participation in National Institute for Occupational Safety and Health's (NIOSH) Proficiency Analytical Testing Program (PAT) for airborne sample analysis using Phase Contrast Microscopy (PCM). Participation also in AIHA and ELPAT.

   b. Participation in National Institute of Standards and Technology's (NIST) National Voluntary Laboratory Accreditation Participation (NVLAP) for airborne sample analysis using Transmission Electron Microscopy (TEM).

2. **Laboratory Quality Assurance**

   a. Effective participation in NIOSH Proficiency Analytical Testing (PAT) rounds.

   b. Implementation of NVLAP's quality assurance / quality control requirements for airborne (TEM) samples analysis.

   c. Explanation of supervised laboratory quality assurance program currently in effect for PCM and TEM sample analysis.

   d. Effective participation in proficiency testing for lead (Pb) analysis.

3. **Analytical Methods**

   a. Airborne asbestos samples analysis utilizing PCM must be performed using industry standards.

   b. Final clearance airborne asbestos samples analysis (when specifically requested) must be performed in strict accordance with the EPA rule, CFR 40 Part 763, "Asbestos-Containing Materials in Schools; Final Rule and Notice," Appendix A to Subpart E--Interim Transmission Electron Microscopy Analytical Methods—Mandatory and Non-Mandatory—and Mandatory Section to Determine Completion of Response Actions.

4. **Contractor Personnel Qualifications**

   a. Contractor shall have a minimum of three (3) years of experience in providing asbestos, lead (Pb), mold and other hazardous material assessment, air monitoring and abatement oversight. The business should also be in existence for at least a period of three (3) years. Contractor shall have experience in working for a federal, state, county agency or local municipality. Contractor shall have a verifiable track record, and must provide a list of references (including names, titles and phone numbers) of projects or contract managers for whom the applicable services are currently being provided, or have been provided.

   b. Contractor shall provide information on key employees, including the company's emergency work contact person, superintendents, supervisors/general foremen,

foremen, engineers, etc. Information shall consist of name, title, years experience, current licenses and/or certifications, and any other pertinent information. Contractor shall provide evidence that all appropriate personnel have received adequate and government-required training prior to commencement of abatement activities. In addition, all required certifications must be maintained on each City job site for review by City personnel, Cal/OSHA and other agency inspectors.

c. Contractor shall provide a brief operational history of its organization, describing its ability to provide needed services (monitoring, air sampling, environmental risk assessment, City employee training).

d. All field and laboratory personnel shall work under the supervision of a Certified Asbestos Consultant.

e. All Air Monitoring personnel must have successfully completed and passed the NIOSH 582 course "Sampling and Analysis of Airborne Asbestos Fibers" or equivalent.

5. Additional Requirements

a. Laboratory shall have analytical equipment for PCM, TEM, and lead (Pb) & mold analysis (Atomic Absorption Spectroscopy), as well as an analytical equipment for PCM to analyze samples on job site.

b. Laboratory PCM microscopist must be accredited for bulk and air samples analysis for asbestos. Accreditation must be from EPA-approved institutions, and the certificates must be available upon request. Lab personnel must be trained for lead (Pb) and mold analysis and the use of related analytical equipment.

c. Laboratory must maintain strict chain of custody for sample analysis.

d. Laboratory must be able to, in emergency situations, provide a minimum of four (4) hour response time for sample analysis.

e. Contractor must demonstrate proficiency in asbestos, lead (Pb) and/or mold analysis, in monitoring abatement projects, and have an effective quality control program. The quality control program must be presented upon request.

V. Licenses

The Contractor's licenses shall be current and in good standing. All work is to be performed in accordance with the latest editions of all applicable codes and regulations including but not limited to: Standard Specifications for Public Works Construction (green book), City of Los Angeles Building Codes, Cal/OSHA, the South Coast Air Quality Management District (SCAQMD), Indoor Air Quality Association (IAQA) and all other applicable regulations and Environmental Protection Agency (EPA) guidelines. In the event of a conflict between regulatory agencies and their regulations and procedures, the most stringent procedures shall prevail.

All employee certifications and accreditation covered by this agreement must be kept current and in force during the entire term of the agreement. Failure to do so may result in immediate termination for cause. The City may request copies of all such certifications and accreditation at any time.

VI. Permits

Contractor shall obtain the necessary permits from the State of California and other agencies, and notify the EPA Regional Asbestos Coordinator and the State of California, Division of Industrial Relations, as required by law.

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Contractor shall obtain and pay for the necessary permits, licenses, and fees required by the City, County of Los Angeles, SCAQMD, and State of California and the appropriate federal agencies.

VII. Selection Criteria

The seven (7) lowest responsive and responsible bidders shall be selected using the following criteria:

- Submission of a complete response to IFB#0111201001
- Complied and completed all legal and administrative requirements which included:
  - Contractor Governmental Project Reference Sheet
  - Contractor Key Employee Reference Sheet
  - LWO/SCWRO Subcontractor Declaration of Compliance Form
  - Subcontractor Information Form
  - Equal Benefits Ordinance Compliance Form
  - Non-Discrimination, Equal Employment Practices and Affirmative Action Program
  - Child Care Declaration Statement
  - Certification of Compliance with Child Support Obligations
  - Certification Regarding Compliance with the Americans with Disabilities Act
  - Pledge of Compliance with Contractor Responsibility Ordinance
  - Contractor Responsibility Questionnaire
  - Slavery Disclosure Ordinance Affidavit
  - Bidders Certification CEC Form 50
  - City of Los Angeles Contract History
  - Los Angeles Residence Information
  - Contractor Code of Conduct
  - Information Release Form
  - Contractor Evaluation program
  - Certifications Regarding Lobbying, Drug-Free Workplace And Debarment
- Principal(s) of the company meets/meet the license requirements specified on page 6 of the Invitation for Bid
- Company responding to the IFB has a minimum of three (3) years of experience providing asbestos, lead (Pb), mold and other hazardous material assessment, air monitoring and abatement oversight at the time bids are due on August 9, 2010. The business must be in existence for at least a period of three (3) years at the time bids are due.
- Properly executed signature pages, notarized and signed by officer(s) of the company
- Pass the MBE/WBE/OBE Subcontractor Outreach Program, with a score of at least 75 points
- Submitted a complete Schedule of Work and Prices
- Provided proof and evidence of proper insurance and bonds as outlined in the IFB

VIII. Scope of Work

After pre-qualified contractors are selected, the City will conduct bidding activities on an "as needed, job-by-job" basis. The pre-qualified contractors shall base their bids on the scope of work specified in the job-specific information sheet prepared by an authorized City representative. Each project shall be awarded to the lowest responsive and responsible bidder furnishing satisfactory security for performance and complying with specifications to provide asbestos, lead (Pb), mold and other

hazardous material assessment, air monitoring and abatement oversight. Work shall meet or exceed all required federal, state and local codes and regulatory standards.

Work shall be scheduled during normal City working hours, five days per week excluding Saturdays, Sundays and Holidays unless so instructed or agreed to by the City prior to start of work. CFD normally works Monday through Thursday, however a Monday through Friday schedule can be accommodated. For any given project, the Contractor's final schedule, mobilization plan, working days and hours of operation will be determined at a pre-construction meeting when the Contractor submits a proposed work schedule.

IX. Submission of "As-Needed, Job-by-Job" Bids

The City shall not be liable for any loss sustained by the contractor encountered in submitting bids and/or doing the work. Arrangements to examine a work site must be made at least 24 hours in advance by an authorized City representative, unless (1) otherwise agreed to by the bidding contractors, or (2) it is an emergency job.

Qualified Contractors may submit written bids to the authorized City representative in person, or by mail prior to or by the date and time specified by the authorized City representative. Bids shall be submitted by sealed envelope, to be opened by the authorized City representative after the specified bid due date and time.

Emergency Jobs

A job that the authorized City representative deems to be an emergency may be exempt from the job walk process. In such case, the authorized City representative will establish a contractor rotation plan where each contractor is given an opportunity to handle emergency.

Contractor shall be paid a minimum of four (4) hours for every emergency call out.

X. Schedule for Commencement and Work Completion

Prior to the commencement of a contract work, a pre-construction meeting may be held between the Contractor and an authorized City representative, to review the mobilization plan, work schedule, work hours and other coordination issues. The authorized City representative shall schedule the pre-construction meeting.

A start date for the project shall be established by the authorized City representative. If the Contractor cannot comply with the schedule, the next lowest bidder meeting specifications will be selected. The Contractor must coordinate job starts with the authorized City representative. Any changes to the scope of work must be authorized in writing by the authorized City representative.

Final authority for all safety-related questions is with the authorized City Representative. Likewise, for all other aspects of abatement jobs, air monitoring, sampling, set-up and take-down, disposal, number and level of personnel on or at the job, cost disputes, etc., the City Project Manager is the final authority.

The Contractor shall cooperate with City inspectors, authorized City representatives, building occupants, and other contractors who may be working on the job site in order to properly complete the project. The Air Monitoring Contractor shall be physically on-site for the entire period the Abatement Contractor is doing the remediation, to oversee and monitor all abatement activities.

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XI. Contract Requirements

Once the Contractors are selected, the following will apply to the job bidding, job start and payment process:

Contractors' bids for specific projects shall be requested in writing by the City. Bids may be required to include the following information:

- Material cost plus percentage mark-up.
- Rentals.
- Equipment.
- Subcontracted services.
- Class(es) of personnel to be employed on the project (e.g. air monitoring technicians, consultants, industrial hygienists, etc.)
- Hourly/labor rate for each job classification.
- The estimated number of hours to complete the job, and the maximum dollar amount charged per job.
- The not-to-exceed total job cost or lump sum cost.

The project will be awarded to the lowest bidder meeting specifications. Work shall start only after obtaining a Notice to Proceed from CFD.

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- Submittal of unconditional lien releases from vendors and Subcontractors
- Itemization of charges by contract line item

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Payment shall be subject to the determination of the City Controller that all provisions of the contract have been complied with by the Contractor.

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b. **General Liability** (to include Premises and Operations, Contractual Liability, Independent Contractors and Products/Completed Operations) with a minimum limit of $1 million dollars per occurrence.

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d. **Professional Liability.** (with a discovery period of 12 months after completion of work or termination of contract) with a minimum limit of $1 million dollars per occurrence.

e. **Pollution Liability** with a minimum limit of $1 million dollars per occurrence.

The contractor shall be responsible for securing insurances with limits higher than above should it be required by another City Department for which services will be provided.

Required insurance forms shall be provided to the qualified bidders. The bidder will then have ten (10) days to complete and submit the forms to the City. Timely and accurate submissions are the sole responsibility of the bidder. (See General Conditions, Section 00317.)

XII. Contractor's Requirements

The Contractor is required to furnish all labor, materials, equipment, tools, monitoring, supervision and all incidentals required for providing asbestos, lead (Pb), mold and other hazardous material assessment, air monitoring and abatement oversight.

The safety of the Contractor's personnel, the general public and others in the immediate work area and property shall be the responsibility of the Contractor. Safe work practices shall be utilized and enforced, as specified by Cal/OSHA and CFD. All tools and equipment shall be of safe design and in good condition, as specified by Cal/OSHA and CFD. Any work being performed in an unsafe manner, or unsafe tools/equipment, as deemed by the City or Cal/OSHA, shall be cause for the City to stop any

work in progress. Work stopped for safety reasons shall not resume until the situation has been corrected, documented and approved by Cal/OSHA and/or CFD. Any expense as a result of unsafe work practices and/or tools or equipment shall be borne by the Contractor. Any equipment or material furnished must conform to the current safety code of the California Division of Safety and Health (DOSH) and all Cal/OSHA requirements where applicable.

The Contractor will be responsible for traffic control, protection of property, utility interference, access to property, public relations, accurate records and nuisance problems such as those related to dust, mud, noise, etc.

The Contractor is required to verify all existing conditions and dimensions prior to starting any work. Any discrepancies, conflicts or omissions, etc., shall be reported to the City representative before bids are due and before proceeding with work. Failure to report additional work for verification by the City representative prior to starting work may result in no payment for either unauthorized work or additional work that cannot be verified.

The Contractor is required to cooperate and coordinate with CFD, other contractors on site, project-specific personnel and City representatives in order to expedite the completion of each project.

The Contractor is required to accept full responsibility for the security against loss or damage to the equipment involved while in its possession or in the possession of any of its agents. The Contractor shall reimburse the City for any loss or damage to City equipment while in either its or its agent's care or custody.

The Contractor is required to maintain a clean and orderly work area including regular removal and disposal of debris generated as a result of work performed by the Contractor. City representatives may require immediate clean up if work or adjacent areas become unsafe. Areas adjacent to work areas must be kept "broom clean," meaning to the degree expected by the use of a push or hand broom, as opposed to a vacuum cleaner. Adjacent areas, equipment, exhibits and structures must be adequately protected from damage and dirt or debris. The Contractor shall be held liable for any damages including damages to personal property caused by the Contractor's personnel or as a result of construction activities. The Contractor will be responsible for protecting existing work completed in surrounding work areas.

The Contractor is required to respond to work requests in a timely manner. All work performed by the Contractor will be subject to the approval of the City Engineer and/or CFD project manager. Any sub-standard work shall be removed and replaced to the City Engineer's and/or CFD project manager's satisfaction at the Contractor's expense with no costs to the City. Should the Contractor fail to perform within the contract terms and requirements, the City reserves the right to obtain the same services from other sources without penalty to the City for exercising this right.

The methods and appliances utilized by the Contractor shall be such as to achieve a satisfactory quality of work, and enable completion of the work within the time agreed upon. If at any time such methods and appliances appear inadequate, the City may order the Contractor to improve their character, or increase their efficiency via written memoranda and the Contractor shall conform to such written memoranda, but the failure of the City to order such improvement of methods, or increase of efficiency, will not relieve the Contractor from the obligation to achieve a level of quality of work that is satisfactory to the City, or finish it in the time agreed upon. The Contractor shall be responsible for coordination of all work including that by subcontractors under the Contractor's control.

All additional work required as a result of the Contractor's non-performance shall be charged back to the Contractor at no additional expense to the City. The City shall have the right to deduct and retain the amount of such damages from any monies due under the contract. Contractor shall comply with

applicable laws and regulations of the City and other jurisdictions including, but not limited to, those laws relating to wages, hours and conditions of employment.

The Contractor is required to comply with all applicable sections of the labor code of the State of California pertaining to labor and the prevailing and/or living wage scale. Payroll documentation and other related information pertaining to workers shall be submitted upon request to the City's Office of Contract Compliance. Failure to comply may result in wage restitution and/or State penalties in accordance with California law.

Within twenty one (21) days after completion of all work activities and final air clearance report is received by CFD, the Contractor shall deliver to the City's authorized representative all closeout documents as required, which may include but not limited to:

- Written guarantees, where required.
- Technical manuals and instructions.
- Completed as-built drawings.
- Certificates of inspection and acceptance by local governing agencies having jurisdiction.
- Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.
- Unconditional Item lien release from vendors and Subcontractors.
- Final approved submittals
- Final air clearance report.

The Project Closeout Package must be printed as a booklet industry standard. The Contractor may be charged with liquidated damages amounting to $125.00 for each day the Project Closeout Package is received beyond its due date.

The job site shall be cleaned and debris hauled away. A final job walk will be made to observe any unfinished work or discrepancies that may exist. Any remaining work activities shall be documented in a final punch-list and transmitted to the Contractor. Contractor shall resolve all punch-list items prior to the release of retention monies.

Repair of Damage

Any damage to public or private property, caused by the Contractors outside of scopes of the required work, must be restored to a condition equal to and matching the condition existing prior to the damage, by repair of existing work or by replacement of damage materials with new materials, as necessary for property restoration, at no cost to the City.

Operation Facilities and Services

Unless otherwise specified, the contractor shall provide any necessary water supply, electrical services, toilet or other facilities required for performance of the work and for conduct of operations, all in accordance with governing code regulations.

The City will not provide any services to the contractor, including parking, clerical, telephones, working space, or document reproduction services unless otherwise specified.

Safety Provisions

All precautions must be taken which are necessary for accomplishment of the work in a safe and orderly manner, as required by Cal/OSHA and CFD safety procedures.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

XIII. City's Right to Inspect Work

The City shall have the right to review completed work and work in progress to ascertain that the requirements of the Contract are being fulfilled. Deficiencies noted shall be promptly corrected at the Contractor's expense.

XIV. Payment for Air Monitoring Services

The Abatement Contractor will be responsible for payment of the Air Monitoring Contractor if the number of days allowed to perform work exceeds the total number of hours allowed in the job-specific information sheet.

For example, CFD has a project for remediation. The hazardous material Coordinator for CFD has indicated in the job-specific bid information sheet that remediation and monitoring work shall take no more than 40 hours to complete.

The bids are received, and ABC Abatement and XYZ Monitoring Services are awarded the project.

ABC Abatement Contractor and XYZ Monitoring Services begin to work on the project. For whatever reason, ABC Abatement Contractor has fallen behind their schedule. In order to complete the project, ABC Abatement Contractor will now need to provide an additional 10 hours.

Because ABC Abatement Contractor requires additional 10 hours to complete the remediation work, XYZ Monitoring services has to be present at the job site too for an additional 10 hours.

Since the additional hours did not result from a change in scope of work by the City, CFD will get a quote from the Air Monitoring Contractor for the additional required hours. A deductive change order from the Abatement Contractor will also be requested by CFD. CFD will then withhold monies from the Abatement Contractor in order to pay the Air Monitoring contractor.

Therefore, it is important for the Abatement Contractor to complete the scope of work in the specified time set by the City. Otherwise, monies will be deducted from the Abatement Contractor's payment.

XV. Certified Waste Landfills Site

All debris removed from the construction project site that is unable to be recycled must be sent to a "Certified Waste Landfill Site," if not otherwise properly recycled or disposed by the abatement contractor. A list of the certified landfills site can be obtained by contacting the City's Department of Public Works, Bureau of Sanitation at (213) 473-8277 or the general sanitation information hotline at 1-800-773-2489.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

GENERAL CONDITIONS

City of Los Angeles
California

Department of General Services
Construction Forces Division

GENERAL CONDITIONS
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00100 DEFINITIONS (3/31/03)

Unless otherwise stated, the words "directed, required, permitted, ordered, instructed, designated, considered necessary, prescribed, approved, acceptable, satisfactory," or words of like meaning, refer to actions, statements, judgments, conclusions, and decisions within the responsibility of the Authorized City Representative.

Addenda: Written documents issued during the Bidding Period which modify, supersede, or supplement the original Contract Documents.

Additions and Amendments to the SSPWC: The document whose previous editions were titled Standard Plan S-610 and is also known as the "Brownbook".

"As shown", "as indicated", or "as specified": These words are understood to be followed by the phrase "in the Contract Documents."

Authorized City Representative: City Engineer, Project Manager, General Building and Maintenance General Superintendent, Construction and Maintenance Superintendent, Construction and Maintenance Supervisor, Construction Project Coordinator or other City employee specifically delegated, in writing, to oversee contract work or with authority to direct project work for the City. The Authorized City Representatives for the contracted work will be identified to contractor at the pre-construction conference.

Beneficial Use: Use of a building, system, structure, or facility by the City.

Bid: The offer of the Bidder submitted on the prescribed forms setting forth the price(s) for the Work.

Bid Proposal: The notice that informs prospective Bidders of the opportunity to submit a Bid, bidding procedures and other requirements.

Bid Guaranty: The certified check or Bidder's Surety Bond accompanying the Bid as a guaranty that the Bidder will enter into a contract with the Board for the performance of the Work.

Bidder: The person or persons, partnership, firm or corporation submitting a Bid or proposal for the Work defined in the Contract Documents.

Bidding Period: The time period allocated to the Bidder to enable preparation of a Bid.

Bond: Bid bond, performance and payment bond or other instrument of security.

"Brownbook": City of Los Angeles, Department of Public Works, Additions and Amendments to the SSPWC.

Calendar day: Except as follows, all days beginning with the Notice to Proceed and ending with the date the City acknowledges in writing that all Contract Work is complete.

A) Any day the Contractor is prevented from working for cause as established by "Unavoidable Delay" of these General Conditions; and

B) Any day the Contractor is prevented from working during the first five (5) hours of the workday with at least sixty percent (60%) of the normal Work force for cause as established by "Unavoidable Delay" of these General Conditions.

Change Order: A written order to the Contractor signed by the Authorized City Representative directing an addition, deletion or revision in the Work, or an adjustment in the Contract

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Price or time which is issued after the effective date of the Contract and effects less modification than is effected by a Supplemental Agreement. A Change Order may or may not also be signed by the Contractor.

County Sealer: The Director of Weights & Measures of the County of Los Angeles.

City: The City of Los Angeles, a municipal corporation. In the bid documents the "CITY" refers to The Department of General Services, Construction Forces Division.

Claim: A written demand or assertion by one of the parties seeking, as a matter of right, an interpretation of the Contract Documents, payment of money, extension of time or other relief. The party asserting the Claim must set forth the facts and circumstances for which the other party is responsible.

Code: Codes of the State of California as well as any other Federal or local law, statute, ordinance, rule or regulation.

Contract: The agreement between the City and the Contractor for the Work described in the Contract Documents.

Contract Documents: Includes, but is not limited to, the Notice Inviting Bids, Bid Proposal, Notice(s) to Bidders, Contractor's Bid, Performance bond, Payment bond, General and Supplementary Conditions, Special Provisions, General Requirements, Federal and State Requirements, Standard and Reference Specifications, Technical and Non-technical Specifications, Geotechnical Baseline Report, Geotechnical Design Summary Report, Soil Reports and Subsurface Investigation Reports, Standard Plans, Plans, Summary of First Notice Replies, and Addenda, Plan Clarifications, Request for Information, Supplemental Agreements, Change Orders issued after Contract award and other documents designated by an authorized City Representative.

Contract Price: The total amount of money for which the Contract is awarded.

Contract Unit Price: The amount stated in the Bid for a single unit of an item of Work.

Contractor: "Contractor" refers to a "Subcontractor" with a direct contract with the CITY. The Department of General Services, Construction Forces Division will function as the Prime Contractor (General Contractor) on projects. The "Contractor" for projects will function as a "Subcontractor" to The Department of General Services, Construction Forces Division.

Contractor's Representative: A representative of the Contractor present at the site to supervise, organize, coordinate and direct daily construction activities and who is authorized to receive and fulfill instructions from the Authorized City Representative.

Days: Consecutive calendar days unless otherwise specifically stated.

Department of General Services: The General Manager of the department or an Authorized Representative.

Drawings: See Plans.

Easement: Permission to access or utilize property not owned by the City.

Engineer: The City Engineer, head of the Bureau of Engineering, or an authorized representative.
Equal: See "or equal".

GBR: See Geotechnical Baseline Report.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

GDR: See Geotechnical Data Report.

General Conditions: Instructions to the Contractor (Re: subcontractor(s)) setting forth its responsibilities and the City's responsibilities for proper execution of the Work indicated herein.

General Requirements: Division 1 of the Specifications.

Geotechnical Baseline Report: This report establishing the baselines for geotechnical conditions anticipated to be encountered during underground and subsurface construction. This report establishes the basis for identification of changed site/ground conditions.

Geotechnical Data Report: This report contains factual information gathered during exploration and design. It may include logs of exploratory borings, laboratory test data, geologic, seismic or environmental data.

Holiday: In reference to days, the holidays and dates as observed by the City. A list of such holidays is available from GSD, Construction Forces Division.

Illegal Subcontractor Substitution: Anyone other than the Bid-listed or approved subcontractor(s) performing any portion of the Work designated to be performed by said subcontractor without prior approval of GSD, Construction Forces Division and the Authorized City Representative.

Immediately Notify: The obligation to cause verbal notification of Engineer and GSD, Construction Forces Division's Authorized City Representative of some condition or event as soon as possible upon discovery or knowledge of the condition or event and in all instances, no more than two (2) hours.

Inspector: The Inspector of Public Works, (Director of the Bureau of Contract Administration), or an authorized representative designated by the Bureau of Contract Administration.

Jobsite: The area upon or in which the Contractor's operations are carried on and such other areas adjacent thereto as may be designated as such by the Contract Documents.

Law: Any Federal, State or local law, statute, ordinance, rule, regulation or Code.

Liquidated Damages: The amount the Contractor shall pay to the City, as determined by rates and amounts as fixed in the Contract Documents, due to the Contractor's failure to complete the Work within the time specified.

Non-Conforming Work: Unapproved construction, defective work or damaged materials that does not fully comply with the Contract Documents.

Notice of Award: The written notice by the City to the successful Bidder stating that upon compliance by the successful Bidder of required conditions, the City will execute the Contract.

Notice to Proceed: The written notice by the City to the successful Bidder stating that the Work or portions of the Work shall commence.

Notice to Withhold: The written notice by the City to the Contractor advising that certain payments shall be withheld due to unacceptable execution of the Work by the Contractor.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

Or Equal: In reference to products, equipment, or materials proposed by the Contractor for use in the Work.

Partial Acceptance: Any portion of the Work which has been completed in accordance with the plans and specifications and has been accepted in writing by GSD, Construction Forces Division's Authorized City Representative.

Person: Any individual, firm, association, partnership, corporation, trust, joint venture, or other legal entity.

Plans: The drawings, profiles, cross sections, shop drawings, and supplemental drawings, or reproductions thereof, issued or approved by the GSD, Construction Forces Division and the Authorized City Representative, which show the location, character, dimensions or details of the Work.

Private Contract: Work subject to City inspection, control, and approval, involving private funds, not administered by the City.

Project: The Work and/or construction operations executed through the performance of this Contract.

Project Completion Date: The date of Final Field Acceptance of the Project as evidenced by the issuance of a "Notice of Completion" by GSD Construction Forces Division.

Project Manual: See Contract Documents.

Protest: See Claim.

Reference Specifications: Those bulletins, standards, rules, methods of analysis or test, codes, and specifications of other agencies, engineering societies, or industrial associations referred to in the Contract Documents. These refer to the edition, including amendments in effect and published at the time of advertising the project unless specifically referred to by edition, volume, or date.

Right of Entry: Written permission from an owner of a facility or property to access the facility or property for a specific purpose.

Special Provisions: Any provision which supplements or modifies the Specifications.

Specifications: Written requirements describing the commercial, legal, technical and non-technical aspects of the project. Specifications include but are not limited to Terms, Provisions, General Conditions, General Requirements, Technical Specifications, Equipment Schedules, and all revisions made to the specifications in Addenda, and Change Orders.

Standard Plans or "Std. Plan": Details of standard structures, devices or instructions referred to on the Plans or in the Specifications by title or number.

Standard Specifications: Parts 2 through 6 of "Standard Specifications for Public Works Construction" published by Public Works Standards, Inc., latest edition and supplements adopted by the Board of Public Works and as modified by the corresponding edition of the Additions and Amendments to the SSPWC or Standard Plan S-610.

State: The State of California.

Subcontractor: "Subcontractor" refers to a "Sub-Subcontractor" with no direct contract with the

CITY. Any individual, firm, or corporation, other than an employee of the Contractor, having a direct contract with the Contractor or with any other subcontractor for the performance of the Work. A Subcontractor is a contractor who is licensed pursuant to California Business and Professions Code, Section 7000 et. seq.

Subcontractor Substitution: Anyone other than the Bid-listed or approved subcontractor(s), including the Contractor, performing any portion of the Work designated to be performed by said subcontractor.

Sub-subcontractor: A "Sub-Subcontractor" is a Subcontractor, within the definition of that term, who has a contract with a Subcontractor and has no Contract with the CITY related to the project.

Supplemental Agreement: A written amendment of the Contract Documents, signed by the Contractor and City.

Supplier: An individual, organization, or firm who may not be required for the purposes of the Work to be licensed pursuant to California Business and Professions Code as a contractor, or subcontractor, within the meanings of those terms as defined herein above, who provides equipment and/or materials for the Work, to the Contractor, a Subcontractor, or a Sub-Subcontractor, including that fabricated to a special design, but who does not perform labor at the site except for labor or labor supervision required by some manufacturers as part of their equipment installation for warranty or other purposes. The term "supplier" also includes fabricator, manufacturer, or vendor.

Surety: Any individual, firm or corporation bound with and for the Contractor for the acceptable performance, execution and completion of the Work, and for the satisfaction of all obligations incurred.

Unauthorized Subcontractor Substitution: Any reduction, increase, or other change to any Subcontractor dollar amount without written approval by GSD Construction Forces Division's Authorized City Representative.

Unavoidable Delay: Delay arising from causes beyond the control and without the fault or negligence of the Contractor and its Subcontractors at all tiers.

Work: Includes all material, labor, utility services, tools, expendable equipment, and all appliances, machinery, transportation, appurtenances and specified services necessary to perform and complete the Contract; and such additional items not specifically indicated or described that can be reasonably inferred as belonging to the item described or indicated and as required by good practice to provide a complete and operable satisfactory system or structure. As used herein, "provide" shall be understood to mean "furnish and install, complete in place."

Workday: Except as follows, all days beginning with the Notice to Proceed and ending with the date the City acknowledges in writing that all Contract Work is complete.

A) Saturday,

B) Sunday,

C) any day designated as a holiday by the City,

D) any day designated as a holiday in a Master Labor Agreement binding the Contractor,

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

E) any day the Contractor is prevented from working for cause as established by "Unavoidable Delay" of these General Conditions; and

F) any day the Contractor is prevented from working during the first five (5) hours of the workday with at least sixty percent (60%) of the normal Work force for cause as established by "Unavoidable Delay" of these General Conditions.

Worksite: See "jobsite."

00101 THRU 00199 NOT USED

00200 SCOPE (10/17/01)

The work to be performed under this Contract shall consist of furnishing all tools, equipment, materials, supplies and manufactured articles, all transportation, services, including fuel, power and water, and essential communications, and the performance of all labor, Work, required calculations testing, inspections or operations, or operations required for the fulfillment of the Contract, in strict accordance with the specifications, schedules, and Plans, all of which are made a part hereof, and including such detail sketches as may be furnished by GSD, Construction Forces Division's Authorized City Representative from time to time during the construction in explanation of said Plans. The Work shall be complete and all material, and services incidentals, quality or not specifically called for quality and conditions noted, in the Specifications, or not shown on the Plans, which may be necessary for complete and proper construction to carry out the Contract in good faith and a satisfactory manner shall be performed, furnished, and installed by the Contractor at no increase in cost to the City.

00201 AUTHORITY OF THE CITY, ENGINEER, AND AUTHORIZED CITY REPRESENTATIVE (5/2/02)

The City has the final authority in all matters affecting the Work. The Contractor shall promptly comply with instructions from the Engineer, the GSD Construction Forces Division's Authorized City Representative.

The Engineer, GSD Construction Forces Division's Authorized City Representative is authorized to require performance of the Work consistent with the meaning of the Plans and the Contract Documents. On all questions related to the interpretation of Plans or Specifications, the decision of the Engineer is final and binding. As authorized by the City, the Engineer, GSD, Construction Forces Division's Authorized Representative may issue Change Orders to increase, decrease or modify the scope of work.

The GSD, Construction Forces Division and the Authorized City Representative is authorized to enforce compliance with the Contract Documents, to determine the acceptability, quality and quantity of materials and workmanship, administer requirements with respect to subcontracts, and to prepare and process progress payment estimates. Unless otherwise ordered by the City, the Engineer, GSD Construction Forces Division's Authorized City Representative's determination of satisfactory performance is a condition precedent to payment under this Contract. For such matters, the decision of the GSD, Construction Forces Division's Authorized City Representative is final and binding. In the event of a dispute between the Contractor and the City, GSD, Construction Forces Division's Authorized City Representative, is authorized to reject materials or suspend the Work until any questions at issue can be referred to and decided by the City.

The Engineer, GSD, Construction Forces Division's Authorized City Representative are authorized to sample and test all materials to be incorporated into the Work. The Engineer and GSD, Construction Forces Division's Authorized City Representative may delegate this authority to sample materials and perform tests to the Department of General Services, Standards Division, or other approved agencies.

00202 INTENT OF CONTRACT DOCUMENTS (2/09/95)

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

The Contract Documents are complementary, and what is called for by one part shall be as binding as if called for by all. The intent of the Documents is to include all Work consistent therewith and reasonably inferable therefrom as being necessary for completion of the contract. Materials or Work described in words that indicate the proper execution and a well-known technical or trade designation shall be held to refer to such recognized standards.

It is understood and agreed that the written terms and provisions of the Contract Documents represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations, or agreements, either written or oral. The Contract Documents shall not be construed to create any contractual relationship of any kind between the City and the Contractor.

00203 STANDARD SPECIFICATIONS (11/21/01)

Unless otherwise noted, Parts 2 through 6 of the Standard Specifications are included in the Contract Documents.

00204 PLANS AND SPECIFICATIONS (12/6/01)

As shown on the Plans or described in the Specifications, each element of the Work must be furnished complete, finished and functional. Whether shown or not, include all materials and ancillary equipment necessary to provide a complete installation. The Plans, Specifications and other Contract Documents are intended to be complementary and cooperative to describe and provide for a complete project. Anything in the Specifications and not on the Plans, or on the Plans and not in the Specifications, shall be as though shown or mentioned in both. Details shown for an item of Work are typical and shall apply to similar items of Work.

Do not deviate from the Plans and Specifications without written authorization from the GSD, Construction Forces Division and the Authorized City Representative.

The City does not warrant the accuracy of scaled dimensions. Dimensions indicated by figures or numerals shall govern. Larger scale drawings shall take precedence over smaller scale drawings.

The GSD, Construction Forces Division and the Authorized City Representative may furnish additional details pertaining to the Work and the same shall be considered part of the Contract.

References made to other specifications and codes refer to the edition including amendments in effect and published at the time of advertising the project, unless specifically referred to by edition, volume, or date as noted in the Contract Documents.

00205 PRECEDENCE OF CONTRACT DOCUMENTS (10/23/03)

In resolving inconsistencies or ambiguities among two (2) or more components of the Contract Documents, the document highest in precedence shall control. The precedence shall be:

1. Permits from other agencies as may be required by law.
2. Bid
3. General Conditions
4. General Requirements
5. Technical Specifications
6. Plans
7. Geotechnical Baseline Report

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

8. Geotechnical Data Report
9. Standard Plans
10. Standard Specifications
11. Reference Specifications
12. Reference Plans

Supplemental Agreements, Change Orders, Engineer's written interpretations and clarifications, and Addenda, will take precedence over all other components of the Contract Documents. Shown dimensions take precedence over scaled dimensions. Detailed drawings will take precedence over general drawings.

00206 ACCURACY OF PLANS AND SPECIFICATIONS (12/6/01)

Omissions from the Plans and Specifications shall not relieve the Contractor from the responsibility of furnishing, making, or installing all items required by law or usually furnished, made, or installed in a project of the scope and character indicated by the Plans and Specifications.

The Plans show conditions as they are supposed or believed by GSD, Construction Forces Division to exist, but it is not intended or to be inferred that the conditions as shown thereon constitute a representation or warranty, expressed or implied, by the City or its officers, that such conditions are actually existent, nor shall the City, or any of its officers, be liable for any loss sustained by the Contractor as a result of any variance between conditions as shown on the Plans, and the actual conditions revealed during progress of the Work or otherwise, except as indicated in "Differing Site Conditions" of these General Conditions.

00207 EXAMINATION OF COVERED WORK (12/6/01)

If any Work is covered without inspection, approval or consent of GSD, Construction Forces Division and the Authorized City Representative, an examination may be required by the GSD, Construction Forces Division and the Authorized City Representative. The cost for uncovering the work, inspection, testing required by the GSD, Construction Forces Division and the Authorized City Representative, remedial work and restoring the work is at the Contractor's expense.

00208 UNNOTICED DEFECTS (10/17/01)

The Contractor is responsible for ensuring that all Work complies with the Contract Documents. Upon discovery, all defective or noncompliant Work must be immediately repaired or replaced by the Contractor. Failure by the Engineer, GSD, Construction Forces Division and the Authorized City Representative to condemn or reject non-conforming Work shall not constitute acceptance or implied acceptance of such Work.

00209 CODES AND REGULATIONS (10/17/01)

The Contractor shall perform the Work in accordance with all applicable regulations, laws, and ordinances, even though such requirements may not be specifically mentioned in the Specifications or shown on the Plans.

It is not the responsibility of the Contractor to ensure that the Contract Documents comply with applicable laws, statutes, codes and regulations. If the Contractor believes that any part of the Contract Documents does not comply, the Contractor shall promptly notify the GSD, Construction Forces Division and the Authorized City Representative in writing. Do not proceed with those affected Work items until the GSD, Construction Forces Division and the Authorized City Representative issues written instructions to the Contractor.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

If the Contractor proceeds with those Work items without written instruction from the GSD, Construction Forces Division and the Authorized City Representative, the Contractor will bear the costs and impacts of any corrective work.

00210 LENGTH OF WORKDAY AND WORK WEEK (10/17/01)

Eight (8) hours of labor shall constitute a calendar day's work for employees of the Contractor under this Contract. Said employees shall be paid not less than the prevailing wage rate for the first eight (8) hours work of each day.

A working day shall be Monday through Friday, and work shall be between 7:00 a.m. and 4:00 p.m., unless otherwise approved by the Engineer or Authorized City Representative or revised by City Ordinance.

When work in excess of eight (8) hours per day, or forty (40) hours during any one (1) week is performed, wages for all hours over eight (8) hours in any day or over forty (40) hours during any one (1) week shall be paid at the prevailing wage rate, as required by City, state and federal requirements.

00211 PAYMENT OF EMPLOYEES (12/6/01)

The Contractor and each Subcontractor shall pay each employee engaged in Work on the project under this Contract in compliance with the Federal and State wage provisions indicated on the appropriate page of the Bid (General Instruction and Information for Bidders), and "Length of Workday and Work Week" of these General Conditions.

The certified payroll and the Statement of Compliance shall be submitted to the City by the Contractor and all Subcontractors performing Work on the project, regardless of dollar amount or type of contract.

If there is a difference between the Federal and State minimum wage rates for similar classifications of labor, the Contractor and its Subcontractors shall pay not less than the higher wage rate.

When the Contractor intends to use a craft or classification not shown on the general prevailing wage determinations, it will be required to pay the wage rate of that craft or classification most closely related to it as shown in the general prevailing wage determinations. In case of disagreement between the Contractor and the City, the City shall make the final determination as to the prevailing wages for the Work.

00212 CONVICT-MADE MATERIALS (12/6/01)

Unless otherwise noted, no materials manufactured or produced in a penal or correctional institution shall be incorporated in the project under this Contract.

00213 SALES OR USE TAX / EXEMPTION FROM FEDERAL EXCISE TAX (10/17/01)

Purchases of materials and equipment which will be incorporated or installed permanently in the Work, or which will be used in the operation of the Contractor or Subcontractors, and not incorporated in the Work, are not exempt from City of Los Angeles and California State Sales or Use Taxes as applicable.

Purchase of materials and equipment which will be incorporated or installed permanently in the Work are exempt from Federal excise tax in effect at the time of purchase, as applicable. Prices included in the Contract amount shall reflect such exemptions. A Federal Tax Exemption Certificate will be furnished by the City, on request, as acknowledgment that materials and equipment for which exemption is requested by the Contractor, is valid where provided for the exclusive use of the City. Lists of exempt articles provided by the Contractor and Subcontractor shall be submitted to the City by the Contractor. Purchases of materials and equipment which will be used in the operations of the Contractor or Subcontractors and not incorporated in the Work are not exempt from excise tax.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

00214 NONDISCRIMINATION IN EMPLOYMENT (10/17/01)

The Contractor shall comply with all of the provisions of the Los Angeles Administrative Code, Mandatory Provision Pertaining to Nondiscrimination in Employment.

The Contractor shall submit Monthly Ethnic Composition of Work Force Reports to the City indicating the number of employees in the various work categories and ethnic groups and gender on forms furnished by the City.

Nondiscrimination Clause: "The Contractor shall not discriminate during the performance of this Contract against any employee or applicant for employment because of employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation or physical handicap." The Contractor shall include the same Nondiscrimination Clause in all subcontracts awarded under this Contract.

If conflicts exist between these provisions and the Federal Rules and Regulations governing the same, the more stringent requirements shall prevail.

00215 APPRENTICE UTILIZATION (4/12/95)

Any Contract awarded hereunder will require the Contractor to comply with the provisions of the California Labor Code relating to apprentice employment and training; and will require the Contractor to assume full responsibility for compliance with said section with respect to all Apprenticing Occupations involved in the Project. (Compliance with said Apprentice Utilization provisions of the Labor Code is not required for Public Works contracts involving less than $30,000 or less than twenty (20) Working days in duration).

00216 LAWS AND REGULATIONS (2/09/95)

The Contractor shall observe and comply with all Federal, State, and local laws, ordinances, Codes, orders, and regulations which in any manner affect those engaged or employed on the Work, the materials used in the Work, or the conduct of the Work. If any discrepancy or inconsistency should be discovered in this Contract in relation to any such law, ordinance, Code, order, or regulation, the Contractor shall report the same in writing to GSD, Construction Forces Division and the Authorized City Representative. The Contractor shall indemnify and save harmless the City, and its officers, agents, and employees, against all claims or liability arising from violation of any such law, ordinance, Code, order, or regulation, whether by itself or by its employees or Subcontractors as stated in these Contract Documents. Any particular law or regulation specified or referred to elsewhere in these specifications shall not in any way limit the obligation of the Contractor to comply with all other provisions of Federal, State, and local laws and regulations.

00217 PERMITS AND CONSTRUCTION EASEMENTS (11/21/01)

If required, the Contractor shall obtain and pay for all permits necessary for performance of the Work, unless payments are made that are in agreement with GSD, Construction Forces Division and the Authorized City Representative. Within thirty (30) calendar days after the Notice to Proceed, the Contractor shall obtain and pay all costs incurred and submit to GSD, Construction Forces Division and the Authorized City Representative copies of all permits required for the construction and installation of all Work called for on this project.

When the Bid provides an allowance for "Permits", only certain types of permits and certain permit fees are reimbursable. The reimbursable permit must be exclusively for permanent Work shown on the Plans and reimbursement limited to the actual permit fee shown on the permit's receipt. The allowance for "Permits" cannot be used for any other costs such as those necessary to physically obtain the permit. The allowance for "Permits" also cannot be used for contractor-designed items, annual permits, temporary construction or general permits that are useable for other projects.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

The permit list shall include, but is not limited to, the following:

1) Night Work, overload, grading, excavation, demolition, foundation, and building permits.

2) Electrical permits.

3) Mechanical permits.

4) Plumbing permits.

5) South Coast Air Quality Management District permits.

6) Fire sprinkler permit.

7) All Federal, State, County and City issued permits.

8) Rights of ways, easements, or rights of entry for the Work will be provided by the City. The Contractor shall make arrangements, pay for, and assume all responsibility for acquiring, using, and disposing of Work areas and facilities temporarily required which are necessary in addition to those provided by the City. The Contractor shall indemnify and hold the City harmless for all claims for damages caused by such actions.

00218 PARTIES EXCLUDED FROM FEDERAL PROCUREMENT AND NON PROCUREMENT PROGRAMS (10/17/01)

A list of individuals, firms and organizations which have been debarred, suspended or have voluntarily excluded themselves from Federal Procurement and Non Procurement Program is maintained by US General Services Administration. A copy can be obtained from Superintendent of Documents, US Government Printing Office, Washington, DC 20402, Tel: (202) 783-3238.

The City will not conduct business with an individual, firm or organization, and the Contractor shall not employ or otherwise utilize any Subcontractor, supplier or equipment vendor at any tier which is on the U.S. General Services Administration "List of Parties Excluded from Federal Procurement and Non Procurement Programs". The Contractor shall not utilize or otherwise employ any Subcontractors or suppliers on the list of non-responsible bidders maintained by the City Bureau of Contract Administration.

00219 BUSINESS TAX REGISTRATION CERTIFICATES (11/21/01)

The Contractor represents that it has, or will obtain upon award, the Business Tax Registration Certificate(s) required by the Los Angeles City Business Tax Ordinance. The Contractor shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not cause or allow any such Certificate to be revoked or suspended.

The City requires all firms that have business activity within the City of Los Angeles to pay City business taxes.

Payments for goods or services will be withheld unless proof of tax compliance is provided to the City. All firms and individuals that do business with the City will be required to provide a Business Tax Registration Certificate number or an exemption number as proof of compliance with Los Angeles City business tax requirements in order to receive payment for goods or services.

The Tax and Permit Division of the City Office of Finance has the sole authority to determine whether a firm is covered by business tax requirements.

00220 CONTRACTOR PROPOSED ALTERNATES AND "OR EQUALS" (12/6/01)

Unless otherwise noted, the Contractor may propose products, equipment, or materials to be an "or equal" to those specified in the Contract. These bids must be submitted within seven (7) days after Notice

to Proceed along with sufficient substantiating data for GSD, Construction Forces Division and the Authorized City Representative to determine equivalence. The substantiating data must demonstrate equivalence in terms of function, performance, reliability, quality, and general configuration to the items specified in the Contract Documents. GSD Construction Forces Division will be the sole arbiter of equivalence. Proposals that are submitted late or with incomplete substantiation are "Not Equal" and subject to summary rejection.

Contractor-proposed "or equals" that are accepted by GSD, Construction Forces Division and the Authorized City Representative shall be coordinated with other items of Work and incorporated into the Work without time extensions and at no additional cost to the City.

00221 THRU 00299 NOT USED

00300 FINANCIAL LIABILITY (4/12/95)

The City's liability under this Contract shall not exceed the City's appropriation to fund the Contract at the time of Contract award. However, if the City shall appropriate funds for any successive years, the City's maximum liability shall not exceed the extent of such appropriation, subject to the terms and conditions of this Contract.

00301 CONTRACTOR'S OBLIGATIONS (3/26/02)

Only competent workers shall be employed on the Work.

Any person employed who is found by the GSD, Construction Forces Division and the Authorized City Representative to be incompetent, disorderly or otherwise objectionable, or who fails or refuses to perform Work properly, acceptably and as directed shall be immediately removed from the Work by the Contractor and not be reemployed on the Work.

The Contractor, at its sole cost and expense, shall perform all labor and services and furnish all the materials, tools, and appliances, except as hereinafter otherwise definitely provided, necessary or proper for performing and completing the Work required, in the manner and within the time stipulated in these specifications. The Contractor shall furnish, erect, maintain, and remove the construction plant and such temporary works as may be required. If, at any time before the commencement or during the progress of the Work or any part of it, the Contractor's methods or appliances appear to the GSD, Construction Forces Division and the Authorized City Representative to be unsafe, inefficient, or inadequate for securing the safety of the workers, the quality of the Work required, or the rate of progress stipulated, the GSD, Construction Forces Division and the Authorized City Representative may order the Contractor to increase their safety and efficiency or to improve their character, and the Contractor shall comply with such orders at its own expense. Neither the making of such demands by the Engineer, or GSD, Construction Forces Division's Authorized Representative nor the failure to make such demands shall relieve the Contractor of its obligation to secure the safe conduct of the Work, the quality of Work required, and the rate of progress stipulated in the Contract. The Contractor shall be fully responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage, which may result from their failure or their improper construction, maintenance, or operation.

All of the labor shall be performed and materials furnished pursuant to and in strict conformance with the Contract Documents, and in accordance with approved shop drawings. The Contractor shall complete the entire Work to the satisfaction of GSD, Construction Forces Division and the Authorized City Representative and in accordance with the Specifications and Plans herein mentioned, at the prices fixed in the Contract.

Where articles or materials are especially manufactured or fabricated for delivery under these specifications, the Contractor shall at all times employ such workforce, plant, materials, and tools as will be sufficient to complete the performance of the Contract and every part thereof within the time limits stipulated herein. If the Contractor fails to employ sufficient workforce, plant, materials, tools, or to

maintain adequate progress, GSD, Construction Forces Division and the Authorized City Representative may require an increase in progress at any point or points or a modification of Plans and procedure in such a manner as to accelerate the Work. Failure to adequately staff the project shall be just cause for the City to terminate the Contract.

City of Los Angeles Administrative Code Division 10, Chapter, Article 1, Section 10.10 requires all supplies and sub-suppliers to fully comply with all applicable Federal and State employment reporting requirements for the supplier or sub-supplier's employees.

00302 CONTRACTOR'S REPRESENTATIVE AT THE SITE (1/30/03)

A technically qualified and English-speaking project representative shall be designated in writing as the Contractor's Representative at the job site, who shall supervise the Work and shall provide competent supervision of the Work until its completion. The Contractor's Representative shall be assigned full time to this project. Alternate representatives with qualifications equal to or better than the previous representative may be designated. The Contractor's Representatives shall have at least five (5) years of verifiable experience as the person primarily responsible for supervision of the Work on projects of the same or similar size and nature as this project. If specifically requested, within five (5) days after the Notice of Award the Contractor may be required to provide a statement to GSD, Construction Forces Division and the Authorized City Representative with the following:

1) Identification and resume, showing the qualifications and experience of the Contractor's Representative and the alternate appointed to act in the place of the Contractor's Representative.

2) References of not less than two (2) previous projects on which the Contractor's Representative and the alternate had supervisory responsibility on a project of a similar nature and at least one-half or more of the cost of this project. Such references shall include names, addresses, and telephone numbers of owner representatives who worked on the project as well as project information such as project type, size, location and duration.

GSD, Construction Forces Division and the Authorized City Representative reserve the right to disapprove any candidate named as the Contractor's Representative or alternate who fails to meet the provisions set forth herein. GSD, Construction Forces Division and the Authorized City Representative reserve the right to remove, without any right to work on the project, either the Contractor's Representative or alternate, who in the sole opinion of GSD, Construction Forces Division and the Authorized City Representative, has demonstrated incompetence, lack of ability, or other unsuitability to perform supervision of the Work.

If the Contractor's Representative or alternate leave the employment of the Contractor, the Contractor will be required to replace the individual(s) and fulfill the requirements of this Article within seven (7) calendar days. In no event shall any Work proceed in the absence of an approved representative.

The Contractor's Representative or alternate shall have full authority to act on behalf of the Contractor, including, but not limited to final approval of Change Orders and Supplemental Agreements. All directions given by GSD, Construction Forces Division and the Authorized City Representative to said representative or alternate shall be considered as having been given to the Contractor. Such instructions given by GSD, Construction Forces Division and the Authorized City Representative to the Contractor's Representative or alternate will be confirmed in writing. All instructions and directions given by GSD, Construction Forces Division and the Authorized City Representative will be limited to matters properly falling within the GSD, Construction Forces Division's authority as specified in these General Conditions.

The Contractor's Representative or alternate shall be present at the worksite at all times while Work is in progress. Failure to observe this requirement constitutes a suspension of the Work by the Contractor, until such time the Contractor's Representative or alternate is again present at the worksite. All Work performed while the Contractor's Representative or alternate is absent from the worksite is ineligible for payment. Work performed in violation of these provisions shall be removed and reconstructed, re-

fabricated, or reinstalled under the required supervision. The Contractor is ineligible for time extensions or additional payment for costs or impact that directly or indirectly are caused by said suspension. Those ineligible costs and impacts include what the Contractor may incur for slowdown, delays, idled equipment, removals, reconstruction, re-fabricating, reinstalling and other. During such periods of noncompliance when the Contractor's Representative is not on site, written instructions issued by GSD, Construction Forces Division and the Authorized City Representative to *any* employee of the Contractor is considered adequate notice to the Contractor.

Whenever the Work is defined as being suspended under the provisions of this Article, any such suspension in excess of ten (10) calendar days shall constitute just cause for the City to terminate the Contract under the provisions of "Termination of Contract by City (Contractor Default)" of these General Conditions.

00303 FAMILIARITY WITH PLANS AND SPECIFICATIONS (4/12/95)

It shall be the responsibility of the Contractor to be thoroughly familiar with all details of the Project, including the work of the Contractor's forces and all Subcontractors. The Contractor shall call the following to the attention of GSD, Construction Forces Division and the Authorized City Representative in writing within twenty-four (24) hours of discovery, before any Work is performed:

1) Errors and omissions in the Plans and Specifications;

2) Work on the Plans or in the Specifications which, if so constructed, would result in a conflict or interference with other Work or the Work of other trades, including the location of fixtures and equipment;

3) Existing improvements visible at the job site, for which no existing disposition is made on the Plans or in the Specifications but which could reasonably be assumed to interfere with the satisfactory completion of the improvements contemplated by the Plans and Specifications.

4) Failure to notify shall constitute a waiver by the Contractor of any claim for delay or other damages occasioned by such defect. If the Contractor proceeds with the Work without instructions from GSD, Construction Forces Division and the Authorized City Representative, the incorrect Work shall be removed and corrections made to comply with the GSD, Construction Forces Division and the Authorized City Representative's instructions, at no cost to the City. The requirements of this Article are applicable to typographical errors in the Specifications and notational errors on the Plans where ambiguity or inadequate description exists.

00304 JOB CONDITIONS (11/21/01)

The Contractor shall determine the nature and types of work to be performed, ascertain all conditions affecting construction procedure and sequencing of Work operations in the execution of the Work, including condition of available roads and streets, or clearances, restrictions and other limitations affecting transportation and ingress and egress to the job site. This determination must be made during the Bidding Period with any costs and impact included within the Bid.

The Contractor shall observe any "Site Security" restrictions described in the General Requirements or the Plans.

Whenever the Work requires entry into an operating plant, occupied building, working facility or other secured location, observe the following unless otherwise noted:

1) No vehicles are allowed except delivery trucks and Contractor's identified vehicles and equipment.

2) It shall be the Contractor's sole responsibility to arrange and pay for offsite employee parking and to provide transportation from the parking area to the Work site.

3) The Contractor shall fully cooperate with all authorities on the job site and other contractors not related to the Work of this Contract who might be at the job site.

4) Fully comply with all regulations in force at the job site.

00306 RESPONSIBILITY FOR SITE (10/17/01)

GSD, Construction Forces Division and the Authorized City Representative is in full charge of and responsible for the job site and the Work. The "Interface/ Coordination Requirements" of the General Requirements describe interfaces with City Forces and other contractors working on the job site. No other operations of any nature shall be performed except as specifically authorized in the Contract Documents or as authorized by GSD, Construction Forces Division and the Authorized City Representative.

The Contractor shall exercise care not to damage improvements and adjacent land. The Contractor shall correct any damage caused within seventy-two (72) hours by restoring the land and improvements damaged to their original condition and shall indemnify and hold the City harmless for any such damage as specified in "Indemnification" of these General Conditions.

00307 WORKMANSHIP AND MATERIALS (4/12/95)

All materials, parts and equipment furnished by the Contractor for the Work shall be new, high grade and free from defects. Materials and work quality shall be subject to GSD, Construction Forces Division and the Authorized City Representative's approval.

00308 INJURY AND ILLNESS PREVENTION - SAFETY MEASURES (11/21/01)

Safety is the responsibility of the Contractor. The Contractor shall observe and comply with the safety provisions of all applicable laws, building and construction Codes, safety and health regulations of the California Code of Regulations, and with applicable City Safety Policies.

Every employer (Contractor and/or Subcontractor) employed on the Project shall establish, implement, and maintain an effective Injury and Illness Prevention Program in accordance with Section 3203 of the General Industry Safety Orders.

Each Contractor/Subcontractor shall make the applicable Injury and Illness Prevention Program specific for site conditions and type of Work to be performed on the Project.

Each Contractor and Subcontractor working on the Project shall make its Injury and Illness Prevention Program available to GSD, Construction Forces Division and the Authorized City Representative prior to beginning any Work on the Project.

If a work procedure or site condition exists that violates the Contractor's/ Subcontractor's Injury and Illness Prevention Program or any other safety standard, GSD Construction Forces Division and the Authorized City Representative may order the Contractor to immediately comply with said safety provisions, and the Contractor shall comply with such orders at its own expense. If the Contractor fails to act promptly, GSD Construction Forces Division and the Authorized City Representative is authorized to suspend the Work. Failure of GSD Construction Forces Division and the Authorized City Representative to make such demands shall not relieve the Contractor of its obligations to secure the safe conduct of the Work.

If a work procedure or site condition creates an immediate hazard to the health or safety of the public, City employees, property, or a licensee, the City may suspend all work on the project. Without prior notice, the City may also correct such hazardous conditions using other forces or contractors, at the

Contractor's sole expense. Any delays or impacts arising on the Work as a result of such an emergency shall be at the sole expense of the Contractor with no time extension, additional reimbursement for extended overhead, or interest on monies due, allowed for the Contractor.

First aid facilities and supplies shall be kept and maintained by the Contractor at the site of the Work.

The Contractor shall cause all persons within the construction area to wear protective helmets. In addition, all employees of the Contractor and its Subcontractors shall be provided with, and required to use, personal protective and life saving equipment set forth in California Construction Safety Orders and the OSHA Safety and Health Standards for Construction.

The Contractor shall provide safety equipment, material, and assistance to City personnel to properly inspect all phases of the Work, including final inspection. Such equipment, material and assistance shall include, but not be limited to testing for the presence of explosive or toxic gases and oxygen deficiency in confined spaces, blowers, ventilators, first aid supplies and equipment, ladders, scaffolds, shoring, harnesses, self-contained breathing apparatus, and personnel for standby assistance as required. When the Work requires specialized safety equipment, the Contractor shall provide new sets of such equipment, the training deemed necessary by the Authorized City Representative and maintenance of such equipment. When asbestos is being removed, the requirements of the CCR, Title 8, Div. 1, Chapter 4, Subchapter 4, "Construction Safety Orders," and Subchapter 7, "General Industry Safety Orders," shall be implemented.

In cases involving exposure of City personnel to toxic/hazardous materials and/or elements, the City Personnel Department, Occupational Safety Office, shall have field review authority over the Contractor's operations.

00309 PROTECTION OF PERSONS AND PROPERTY AND RESTORATION OF EXISTING IMPROVEMENTS (1/30/03)

The Contractor shall not destroy, remove, or otherwise disturb any existing survey monuments or reference points without authorization from GSD, Construction Forces Division and the Authorized City Representative. No pavement breaking or excavation shall be started until all survey monuments or other reference points that will be disturbed by the construction operations have been properly referenced by GSD, Construction Forces Division and the Authorized City Representative. It shall be the Contractor's responsibility to notify the Engineer and the Authorized City Representative of the time and location that Work will be done. Such notification shall be sufficiently in advance of construction so that there will be no delay due to waiting for survey points to be satisfactorily referenced for restoration. All survey monuments or reference points disturbed, without authorization by GSD, Construction Forces Division and the Authorized City Representative, shall be accurately restored by the City at the Contractor's sole expense after all street or roadway resurfacing has been completed.

Unless otherwise noted, all construction operations shall preserve existing drainage paths, vehicular and pedestrian access. The Contractor shall also regularly attend to dust, mud, trash, noise, debris, and etceteras, caused by their construction operations to prevent a public nuisance.

All paved areas including asphalt concrete beams cut or damaged as a result of construction shall be replaced with similar materials and of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract Documents or in the requirements of the agency issuing the permit. All temporary and permanent pavement shall conform to the requirements of the affected pavement owner. All pavement which is subject to partial removal shall be neatly saw cut in straight lines.

In order to obtain a satisfactory junction with adjacent surfaces, the Contractor shall saw cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and

elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with adjacent undisturbed pavement.

Where sidewalks have been removed for purposes of construction, the Contractor shall place suitable temporary sidewalks, properly protected, promptly after backfilling and shall maintain them in satisfactory condition until the final restoration thereof has been made.

When existing planted areas are re-graded, or removed and replaced because of the Contractor's operations, the soil in these areas shall be prepared and the area replanted-in-kind. All landscape materials shall conform to the requirements of the owner of the affected planted area.

All utilities encountered along the line of the Work shall be maintained continuously in service during all the operations under the Contract, unless other arrangements satisfactory to GSD, Construction Forces Division and the Authorized City Representative are made. Utilities shall include, but not be limited to, all above or below-ground conduit, pipes, ducts, cables, and appurtenances associated with oil, gas, water, steam, irrigation, process, sewer, storm drain, wastewater, air, electrical, power, instrumentation, communication, telephone, cable, TV, and lighting systems, whether or not owned by the City.

The Contractor shall protect all existing utilities and improvements not designated for removal. Potholing shall typically be accomplished at the Contractor's expense unless other arrangements satisfactory to GSD, Construction Forces Division and the Authorized City Representative are made. When the Contractor is required to perform excavation the Contractor shall determine the exact locations and depths of all utilities indicated on the Drawings. The Contractor shall make exploratory excavations of all utilities, as required. The Contractor in conformance with City Ordinance No. 150,478 shall pothole existing subsurface installations carrying unstable substances to determine their locations and elevations before commencing excavation. All such exploratory excavations shall be performed as soon as practicable after award of the Contract and in any event, a sufficient time in advance of construction to avoid possible delays to the Contractor's Work. When such exploratory excavations show the utility location as indicated on the Drawings to be in error, the Contractor shall so notify GSD, Construction Forces Division and the Authorized City Representative. The Contractor should not rely upon plan designation of location of underground utilities. The number of exploratory excavations and extent of potholing required shall be that number which is sufficient to determine the alignment and grade of the utility. These costs are a part of the Bid.

Prior to any excavation in the vicinity of any existing underground facilities, the Contractor shall notify GSD Construction Forces Division and the Authorized City Representative, and the respective authorities representing the owners or agencies responsible for such facilities, not less than three (3) Workdays, nor more than five (5) Workdays, of their intention to begin excavation. The Contractor shall make arrangements for and provide access such that a representative of said owners or agencies may be present during such Work.

Before commencing any excavation, the Contractor shall obtain an Underground Service Alert (USA) inquiry I.D. number. Two workdays, shall be allowed after the I.D. number is obtained and before the excavation work is started so that utility owners can be notified. If the utility owner is the City, a confirmation number indicating the City has been notified shall be obtained by USA and/or the Contractor from the appropriate City department. The I.D. number together with the date acquired shall be reported to the Authorized City Representative when calling for inspection. I.D. numbers will not be given more than ten (10) Workdays before starting excavation work.

Unless otherwise indicated on the Plans or Specifications, where the proper completion of the Work requires the temporary or permanent removal and/or relocation of an existing utility or other improvement, which is shown on the Plans, the Contractor shall, at its own expense, remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement to a place and in a manner as directed by the Engineer, and the owner of the facility. In all cases of such temporary removal or relocation, restoration to former location shall be accomplished by the Contractor in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better

condition than found prior to removal. When utilities that are to be removed are encountered within the area of operations, the Contractor shall notify GSD, Construction Forces Division and the Authorized City Representative not less than fifteen (15) days in advance for necessary measures to be taken to prevent interruption of service.

The Contractor shall notify the Engineer thirty (30) calendar days in advance of any proposed connection, and shall notify the Engineer, GSD, Construction Forces Division and the Authorized City Representative twenty-four (24) hours prior to the actual connection, to any existing utility.

Any utility or improvement which is damaged by the Contractor shall be immediately repaired at the Contractor's expense, to a condition equal to, or better than, the condition it was in prior to such damage or temporary relocation. If the Contractor fails or refuses to promptly repair the utility or improvement, the City may perform the necessary Work at the Contractor's expense. The Contractor will also not be entitled to any time extension, additional reimbursement, extended overhead, or interest on monies due. The Contractor is not relieved of provisions of this Article even in the event such damage occurs after backfilling or is not discovered until after completion of backfilling.

All repairs to a damaged improvement shall be inspected and approved by GSD, Construction Forces Division and the Authorized City Representative of the improvement owner before being concealed by backfill or other Work. In case of damage, which in the opinion of GSD, Construction Forces Division and the Authorized City Representative, threatens the safety of persons or property, the Contractor shall immediately make all repairs necessary for removal of the hazard. Should the Contractor fail to promptly take all necessary action, the City has the option to remove any hazard resulting from damages caused by the Contractor at the Contractor's expense without waiving any other rights the City may have. The Contractor will also not be entitled to any time extension, additional reimbursement, extended overhead, or interest on monies due.

In the event that the Contractor damages any existing utilities that are not shown on the Plans or the locations of which are not made known to the Contractor prior to excavation, the Contractor shall immediately notify GSD, Construction Forces Division and the Authorized City Representative and take all measures necessary to prevent further damage. The Contractor shall then immediately make a written report to the Engineer and shall make repairs as directed GSD, Construction Forces Division and the Authorized City Representative.

Notwithstanding that an existing utility or substructure is not shown on the original Plans and Specifications, if the existence and location thereof was made known to the Contractor prior to excavation, the utility or substructure constitutes an existing known condition, and the Contractor is responsible for protecting the utility or substructure.

Damage to a utility known to the Contractor shall be repaired at the Contractor's expense.

00310 NON-CONFORMING WORK (1/30/03)

Except as set forth in this Article, all non-conforming Work and materials, in place or not, shall be removed immediately from the site or corrected to conform to all requirements of the Contract Documents, by the Contractor, at the sole expense of the Contractor.

If the Contractor fails to remove, replace or correct any non-conforming Work or materials within seventy-two (72) hours of discovery, GSD, Construction Forces Division and the Authorized City Representative may cause such Work or materials to be removed and replaced. Such removal and replacement shall be at the sole expense of the Contractor with no entitlement to time extensions, additional reimbursement, extended overhead, or interest on monies due. In addition, all such cost shall be deducted from any amounts that are due or may become due to the Contractor.

Failure of GSD, Construction Forces Division and the Authorized City Representative to notify the Contractor of any non-conforming Work shall not constitute acceptance of any non-conforming Work. The Contractor's obligation to remove, replace or correct any non-conforming Work, whenever discovered, shall continue to the end of the guaranty-warranty period provided for in "Guaranty-Warranty" of the General Requirements. The City reserves and retains all rights and remedies at law against the Contractor and their Surety for correction of any and all latent defects discovered after the guaranty-warranty period.

Any delays or impacts arising on the Work as a result of construction, fabrication or delivery of non-conforming work or materials shall be at the Contractor's sole expense, with no time extension, additional reimbursement for extended overhead, or interest on monies due allowed.

Examination of covered Work may be ordered by GSD, Construction Forces Division and the Authorized City Representative for any reason. The Work shall be uncovered by the Contractor and if such Work is found to be in accordance with the Contract Documents, the City will issue a Change Order authorizing payment for the cost of examination and replacement. If such Work is found to be not in conformance with the Contract Documents, the Contractor shall correct the non-conforming Work and the cost of examination and correction of the non-conforming Work shall be borne solely by the Contractor.

Failure of the Contractor to comply with the requirements of this Article shall constitute default of the Contract by the Contractor and the City may terminate the Contract as provided for in Termination of Contract by City (Contractor Default).

00311 SUBCONTRACTORS AND SUB-SUBCONTRACTORS (3/18/04)

The Contractor shall perform on the site and with its own organization not less than fifty percent (50%) of the total Contract Price, unless a different percentage is designated in the Bid. Any items designated "specialty items" in the Bid may be performed by subcontract and the amount of all such "specialty items" may be deducted from the Contract Price before computing the amount of Work required to be performed by the Contractor with its own organization. The dollar value included in the percentage performed by the Contractor shall include the value of labor, materials and equipment to be incorporated or used in the Work and directly purchased by the Contractor and shall not include the value of Work, including labor, materials and equipment, incorporated or used in the Work, performed or provided by Subcontractors.

To be eligible for award of this Project, GSD, Construction Forces Division and the Authorized City Representative requires Bidders to subcontract a minimum of its total Bid to qualified Subcontractors, as discussed in the "Mandatory Subcontracting Minimum (MSM) Requirements" of the Bid. Failure to list Subcontractors and the subcontracted dollar amounts on the applicable pages of the Bid to satisfy the MSM is cause for the Bid to be declared non-responsive and rejected by GSD, Construction Forces Division.

Bidders must list all Subcontractors in the Bid, regardless of the dollar amount of the work to be performed, if the Bidder wishes to have the Subcontract amount credited toward meeting both the MSM

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and MBE/WBE levels of participation of the Project. Subcontractors added to the project following acceptance of the Bid and award of the Project will not be credited toward meeting the required MSM and/or MBE/WBE levels of participation for this Project.

MSM credit will not be given to a joint venture partner listed as a Subcontractor by a joint venture.

Listed vendors and/or Suppliers will be limited to 60% of their listed dollar value toward achieving both the MSM and the anticipated MBE/WBE levels of participation for this Project, unless the vendor and/or Supplier manufactures or substantially alters the materials/supplies.

The designated percentage of the total Contract Price the Contractor is to perform may not be reduced below that level by the addition of Subcontractor's added after Award of the Project.

GSD, Construction Forces Division and the Authorized City Representative will be responsible for approval of all Subcontractors, whether Bid-listed or not, and all Sub-subcontractors employed on the Project.

Each Subcontractor who will perform Work or render services in an amount in excess of one-half of 1 percent of the Contractor's total Bid or $10,000.00, whichever is greater, must be listed in the original Bid.

Subletting or Subcontracting of any portion of the Work in excess of one-half of 1 percent of the Contractor's original total Bid or $10,000.00, whichever is greater, for which no Subcontractor was designated in the original Bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of GSD, Construction Forces Division setting forth the facts constituting the emergency or necessity.

If the Contractor fails to specify a Subcontractor, or if the Contractor specifies more than one Subcontractor for the same portion of Work to be performed under the Contract in excess of one-half of 1 percent of the Contractor's total original Bid or $10,000.00, whichever is greater, the Contractor agrees that it is fully qualified to perform that portion of Work itself, and that it shall perform that portion itself.

The Contractor shall set forth in its Bid the following: The name, location of the place of business, telephone number, California State Contractor's License Number and dollar amount of each Subcontractor who will perform Work, labor, service, supply specifically fabricated materials or equipment in an amount in excess of one-half of 1 percent of the Contractor's total Bid, or $10,000.00, whichever is greater.

The Contractor shall list only one Subcontractor for each portion of Work as defined by the Contractor in its Bid.

Acceptance by GSD, Construction Forces Division of its Bid is dependent upon each Bid listed Subcontractor, and all subsequently approved additional Subcontractors, performing the dollar value of Work listed or approved. Any reduction, increase, or other change to any Subcontract amount without prior approval is considered an Unauthorized Subcontractor Substitution and is subject to a penalty of ten (10) percent of the Subcontract amount, whether Bid-listed or not. A Subcontract dollar value increased or reduced as the result of a Change Order issued by GSD, Construction Forces Division and the Authorized City Representative to add or delete from the original scope of Work shall not be subject to a penalty for an Unauthorized Subcontract Substitution.

Acceptance by GSD, Construction Forces Division of its Bid shall not entitle Subcontractors to recognition for any direct or contractual relationship with the City, nor shall it constitute approval of the use of any materials other than those specified.

The Contractor shall be responsible for all acts of all Subcontractors at all tiers. The Contractor shall coordinate all interests of the City in performed by subcontractors.

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All Subcontractors who will be working on the Project shall be approved in writing by GSD, Construction Forces Division and the Authorized City Representative prior to beginning Work, regardless of the dollar amount of Work to be performed, and whether or not they were listed in the original Bid.

Requests for approval of all Subcontractors, or request for substitution of a Subcontractor, shall be made in writing to GSD, Construction Forces Division and the Authorized City Representative, and said request shall contain the following information for each Subcontractor:

1) Project Name

2) Project Work Order Number

3) Subcontractor's Name

4) Subcontractor's Address

5) Subcontractor's Phone Number

6) Subcontractor's Status (WBE, MBE, OBE)

7) Subcontractor's State of California Contractor License Number

8) Subcontractor's City Business Tax Registration Certificate Number (BTRC)

9) Dollar amount of Subcontract work to be performed

10) Description of Subcontract work to be performed

Failure to provide any of the information listed will result in denial of approval until such time as the information is provided.

Failure to obtain approval of GSD, Construction Forces Division and the Authorized City Representative prior to each Subcontractor performing Work on the Project may result in suspension of Work by that Subcontractor, removal of Work performed by unapproved Subcontractors, assessment of penalties, and possible sanctions against the Contractor.

Additional Subcontractors may be added after the time of original Bid. The value of Work to be performed by additional Subcontractors may not be greater than one-half of 1 percent of the Contractor's original total Bid or ten thousand dollars ($10,000.00), whichever is greater, unless the Subcontractor will be performing Work added by Change Order causing changes or deviations from the original Contract.

The Contractor shall provide the dollar amount of Work to be performed in all requests for additional Subcontractors. Failure to specify a dollar amount of Work to be performed will result in denial of additional Subcontractors until such time as the amount is provided.

Failure of the Contractor to request and obtain approval for a reduction in either a Bid-listed Subcontract amount or the Subcontract amount of a Subcontract added after the original Bid shall result in a penalty of ten percent of the Subcontract amount.

A Contractor whose Bid is accepted may not:

1) Substitute any person as Subcontractor in place of a Subcontractor listed in the original Bid, except that GSD, Construction Forces Division and the Authorized City Representative may consent to the substitution of another Subcontractor for one of the following situations:

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A) When the Subcontractor listed in the original Bid or proposal after having had a reasonable opportunity to do so fails or refuses to execute a written contract, when that written contract, based upon the general terms, conditions, plans and specifications for the project involved or the terms of that Subcontractor's written bid, is presented to the subcontractor by the Contractor.

B) When the listed Subcontractor becomes bankrupt or insolvent.

C) When the listed Subcontractor fails or refuses to perform its subcontract.

D) When the listed Subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth herein.

E) When the Contractor demonstrates to GSD, Construction Forces Division and the Authorized City Representative's satisfaction that the name of the Subcontractor was listed as a result of an inadvertent clerical error.

F) When the listed Subcontractor is not licensed pursuant to the State of California Contractor's License Law.

G) When the listed Subcontractor refuses to obtain a City of Los Angeles Business Tax Receipt Certificate (BTRC).

H) When GSD, Construction Forces Division and the Authorized City Representative concurs with the Contractor that the Work being performed by the listed Subcontractor is unsatisfactory and not in substantial accordance with the Contract Documents, or the listed Subcontractor is delaying or disrupting the progress of the work.

I) When the listed Subcontractor fails to submit an Affirmative Action Plan acceptable to the City.

J) When GSD, Construction Forces Division and the Authorized City Representative determines that a listed Subcontractor is not a responsible contractor.

2) Permit a Subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor listed in the original Bid, without the consent of GSD, Construction Forces Division and the Authorized City Representative.

3) Other than in the performance of Change Orders causing changes or deviations from the original Contract, sublet or Subcontract any portion of the Work in excess of one half of 1 percent of the Contractor's total Bid as to which its original Bid did not designate a Subcontractor.

4) Reduce the dollar amount of a Bid-listed Subcontract without the written approval of GSD, Construction Forces Division and the Authorized City Representative.

A request for substitution of any Subcontractor, whether Bid-listed or not, must be made in writing to GSD, Construction Forces Division and the Authorized City Representative and must include letter(s) of explanation as to the reason for the requested substitution.

It is considered a substitution if anyone other than the Bid-listed and/or approved Subcontractor(s), including the Contractor, performs any portion of the Work designated to be performed by said Subcontractor.

Failure to obtain approval for a Subcontractor substitution may result in rejection of the affected Work, penalties assessed for failure to obtain approval, and possible sanctions by the City.

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All substitutions of Subcontractors, whether MBE/WBE or not, shall be approved in writing by GSD, Construction Forces Division and the Authorized City Representative prior to any Work being performed by the substituting Subcontractor.

The Contractor shall conduct a Good Faith Effort prior to approval of any requested Subcontractor substitution, regardless of the status (WBE/MBE/OBE/DBE) of the contractor being substituted for. For MBE/WBE Subcontractor substitution requests, the Contractor shall comply with the Good Faith Effort requirements of Part III (F) (2) of the Bid. The Good Faith Effort for any requested Subcontractor substitution must be reviewed and approved by the Special Research and Investigation Section of the Bureau of Contract Administration, whether the Subcontractor was Bid listed or approved after the Award of the Project.

There shall be no decrease in dollar value of Work to be performed by Subcontractors approved as a substitute for a Bid-listed Subcontractor without a change in scope of the Work to be performed by the originally Bid-listed Subcontractor. Written evidence of a change of scope must be provided by GSD, Construction Forces Division and the Authorized City Representative prior to approval of a change in dollar value of a Bid-listed Subcontractor.

Prior to approval of the Contractor's request for substitution, GSD, Construction Forces Division and the Authorized City Representative shall give notice in writing to the Subcontractor affected by the Contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the Subcontractor. The listed Subcontractor who has been so notified shall have five (5) Workdays within which to submit written objections to the substitution. Failure to file these written objections within five (5) Workdays of notification shall constitute the listed Subcontractor's consent to the substitution. Notification by GSD, Construction Forces Division and the Authorized City Representative may be made by phone in lieu of written notification via certified or registered mail if agreed to by the listed Subcontractor and followed by written request. Upon notification by phone, the listed Subcontractor may file written objections within five (5) days of notification.

If written objections are filed, GSD, Construction Forces Division and the Authorized City Representative shall give notice of at least five (5) Workdays to the listed Subcontractor of a hearing on the Contractor's request for substitution.

The Contractor, as a condition to assert a claim of Inadvertent Clerical Error in the listing of a Subcontractor, shall within two Workdays after the time of the original Bid opening by GSD, Construction Forces Division give written notice and copies of such notice to both the Subcontractor he claims to have listed in error and the intended Subcontractor who had bid to the Contractor prior to Bid opening.

Written notice of an Inadvertent Clerical Error shall be forwarded within two (2) days after the time of the original Bid opening by every Contractor claiming such an error, irregardless if it is the potential low Bidder on the Project. Failure to forward such notice within the time prescribed shall make any such subsequent claim of Inadvertent Clerical Error invalid.

Any listed Subcontractor who has been notified by the Contractor of an Inadvertent Clerical Error shall be allowed six (6) Workdays from the time of the Bid opening to submit to GSD, Construction Forces Division, the Authorized City Representative and to the Contractor written objection to the Contractor's claim of Inadvertent Clerical Error. Failure of such listed Subcontractor to file such written notice within the six (6) Workdays shall constitute agreement that an advertent clerical error was made.

GSD, Construction Forces Division and the Authorized City Representative shall, in the absence of compelling reasons to the contrary, consent to the requested substitution based on an Inadvertent Clerical Error if:

1) The Contractor, the Subcontractor listed in error, and the intended Subcontractor each submit an affidavit to GSD, Construction Forces Division and the Authorized City Representative along any

additional information as the parties may wish to submit that an Inadvertent Clerical Error was in fact made, provided that the affidavits from each of the three parties are filed within eight (8) Workdays from the time of the original Bid opening, or

2) If such affidavits are filed by both the Contractor and the intended Subcontractor within eight days of the original Bid opening but the Subcontractor whom the Contractor claims to have listed in error does not submit within six (6) Workdays, to GSD, Construction Forces Division, the Authorized City Representative and to the Contractor, written objection to the Contractor's claim of Inadvertent Clerical Error as provided in this article.

If such affidavits are filed by both the Contractor and the intended Subcontractor but the listed Subcontractor has, within six (6) Workdays from the time of the original Bid opening, submitted to GSD, Construction Forces Division and to the Contractor written objection to the Contractor's claim of Inadvertent Clerical Error, GSD, Construction Forces Division and the Authorized City Representative shall investigate the claims of all parties and schedule a public hearing before the Board to determine the validity of such claims. Any determination shall be based on the facts contained in the declarations submitted under penalty of perjury by all three parties and supported by testimony given to the City. The City may, on its motion or that of any other party, admit testimony of other Contractors, any Bid registries or depositories, or any other party in possession of facts, which may have a bearing on the decision of the City. The findings of the City shall be final.

00312 RESPONSIBILITY OF CONTRACTOR TO ACT IN EMERGENCY (11/21/01)

When an emergency arises creating an imminent hazard to persons or threatening the loss or damage to property, the Contractor shall take prudent action without instruction from the City. The Contractor shall immediately notify the Engineer, GSD, Construction Forces Division and the Authorized City Representative of any emergency action taken. During such emergencies, if the Contractor fails to act, the Engineer, GSD, Construction Forces or the Authorized City Representative may instruct the Contractor to take action. Should the Contractor still fail to act, GSD, Construction Forces Division and the Authorized City Representative may respond to the emergency with other forces or contractors at the Contractor's sole expense. Claims for additional time, compensation or interest will be rejected if the Contractor's actions or inaction created the emergency. Similarly, any Claims will be offset by the amount that the Contractor's actions or inaction aggravated the emergency.

00313 ASSIGNMENT (2/09/95)

The Contractor shall not assign, transfer, convey or otherwise dispose of this Contract or any of the proceeds thereunder unless written consent of the City has been obtained. No right under this Contract or claim for any proceeds due or to become due hereunder shall be asserted against the City, or persons acting for the City, by reason of any so-called assignment, transfer or conveyance of this Contract or any part thereof unless such assignment, transfer or conveyance has been authorized by the written consent of the City. The instrument of assignment, transfer or conveyance shall contain a clause subordinating the claim of the assignee, transfer or conveyor to all prior liens for services rendered or materials supplied for the execution of the Work.

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00314 NOTIFICATION OF HAZARDOUS SUBSTANCES (10/17/01)

The existing facilities or Jobsite may contain asbestos, PCBs, corrosives, carcinogens, or other hazardous materials. Should the Contractor or any of its Subcontractors, while performing Work on or in the vicinity of existing facilities, unexpectedly encounter any material identified in the California Code of Regulations, Title 8, as a hazardous material not shown on the Plans or addressed in the specifications, or have reason to believe that any other material encountered may be a hazard to human health and safety and/or the environment, the Contractor shall stop the Work, cordon off the affected area to secure entry, and shall immediately notify GSD, Construction Forces Division and the Authorized City Representative. Removal and disposal of the hazardous material not shown on the Plans or addressed in the specifications, if GSD, Construction Forces Division and the Authorized City Representative deems it necessary, will be done by and at the expense of the City. The City will provide the Contractor, upon request, with copies of Material Safety Data Sheets (MSDS) covering hazardous materials identified by the Contractor that are encountered in existing facilities during the course of the Work and that are not removed by the City.

In the event that the Contractor is delayed in the completion of the Contract solely because of such hazardous materials or conditions not previously identified in the Contract Documents, the Contractor shall be entitled to an extension of time in accordance with "Unavoidable Delay" of these General Conditions.

For new construction Work and for all Contractor furnished supplies and equipment that may contain hazardous materials, the Contractor shall develop and implement a written Hazard Communication Program for its employees in accordance with the California Code of Regulations. The Contractor's basic written Hazard Communication Program shall be submitted to GSD, Construction Forces Division and the Authorized City Representative prior to the start of Work at the site, and shall be revised and kept current as required by the continuing progress of the Work. The Contractor's Hazard Communication Program shall also include the MSDS for all hazardous materials the Contractor will be using at the facility. All provisions concerning MSDS for hazardous materials shall be met before the hazardous material is delivered to the site.

GSD, Construction Forces and the Authorized City Representative shall be provided with four (4) copies of the Contractor's written Hazard Communication Program, Contractor provided MSDS, and all revisions and modifications thereto.

The Contractor and Subcontractors shall comply with all State and Federal statutes and regulations on training, handling, storage, public notification, and disposal of hazardous materials and hazardous wastes. In the event that the Contractor or its Subcontractors spills or releases hazardous materials, the Contractor shall immediately notify GSD, Construction Forces Division, the Authorized City Representative and any required agencies of the spill or release and the Contractor shall stop the Work, and cordon off the affected area to secure entry. Removal and disposal of the hazardous material, if the CITY deems it necessary, will be done by the City at the Contractor's expense. Further, the Contractor shall notify the Engineer and GSD, Construction Forces Division's Authorized Representative when hazardous materials are brought on-site and when hazardous materials and hazardous wastes are removed from the site. Hazardous Materials brought on site shall be accompanied by four (4) copies of MSDS, which shall be provided to GSD, Construction Forces Division and the Authorized City Representative before such materials are unloaded.

00315 INDEPENDENT CONTRACTOR (10/21/99)

The Contractor represents that it is fully experienced and properly qualified to perform the class of Work required for the Contract and that it is properly licensed, equipped, organized and financed to perform the Work. The Contractor shall be an independent contractor. The Contractor is not an agent of the City in the performance of the Contract, and shall maintain complete control over its employees and its Subcontractors and Suppliers of any tier. Nothing contained in the Contract or any Subcontract awarded

by the Contractor shall create any relationship between any Subcontractor and the City. The Contractor shall perform the Work in accordance with its own methods, in compliance with the terms of the Contract.

00316 INDEMNIFICATION (10/17/01)

Except for the active negligence or willful misconduct of the City, the Contractor undertakes and agrees to defend, indemnify and hold harmless, through legal counsel acceptable to the City, 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, arising out of or related to the performance or nonperformance by Contractor or its Subcontractors, Sub-Subcontractors, or Suppliers, of any tier, of any portion of the construction of the Project, including but not limited to Contractor's negligent acts, errors, omissions, breach of contract, breach of warranty (express or implied), or willful misconduct.

It is agreed that such defense and indemnity shall extend to the City's Architect/Engineer, GSD, Construction Forces Division, the Authorized City Representative or other Design Consultant providing services under written agreement with the City covering any portion of the Project. Provided, however, that the Design Consultant shall be solely responsible for the enforcement of any request made by said Consultant for indemnification or defense by the Contractor. It is further provided that the City shall have no liability whatsoever for any failure of the Contractor to comply with any request from the consultant for indemnity or defense.

It is further agreed that the defense and indemnity obligations of the Contractor under this Article shall not extend to the liability of the Design Consultant or its agents, employees or subconsultants, arising as a result of such indemnitee's own active negligence, errors or omissions or from (1) the preparation or approval of maps, Plans, opinions, reports, surveys, change orders, designs or Specifications, or (2) the giving of or failure to give directions or instructions by the indemnitee provided that such giving or failure to give is the primary cause of the damage or injury.

00317 INSURANCE (3/18/04)

These provisions apply unless otherwise noted in the General Requirements.

A) GENERAL

During the term of this Contract and without limiting the Contractor's indemnification of the City, the Contractor shall provide and maintain at its own expense, insurance having the limits customarily carried and actually arranged by the Contractor but not less than the amounts and types listed on the Insurance Requirements Form in these Contract Documents, covering its operations hereunder subject to the following conditions as they may variously apply:

1) ADDITIONAL INSURED/ADDITIONAL INTEREST/LOSS PAYEE

The City, the Department of General Services, its Officers, Agents, and Employees shall be included as:

a) Additional Insureds in all required General Liability and Additional Interests in all required Automobile Liability insurance.

b) Named Insureds in all required Owners and Contractors Protective Liability insurance policies.

c) Loss Payee As Its Interest May Appear in all required property, fidelity or Surety coverages.

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The City and other listed above need not be named on Workers' Compensation/Employer's Liability, Professional Errors and Omissions and Second-party Legal Liability coverages (such as Garage Keepers' Legal).

2) INSURANCE APPROVAL

All insurance required hereunder shall conform to the City requirements established by Charter, ordinance or policy. Evidence of insurance shall be submitted to the Department's Risk Control Coordinator and approved by the City Attorney prior to commencement of any Work or tenancy under this Contract in accordance with the Los Angeles Administrative Code.

3) ALTERNATIVE PROGRAMS

Alternative Risk Financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers and captive insurance programs are subject to review of their financial statements by the City before an approval can be granted by the City Attorney.

4) ADMITTED CARRIER/LICENSED CALIFORNIA BROKER

Insurance shall be obtained from brokers or carriers authorized to transact insurance business in California. Surplus lines insurance from carriers who are not admitted in California must be submitted through a California-licensed broker or agent.

Surplus lines coverage must also contain a Service of Suit provision whereby the underwriters will submit as necessary to any court of competent jurisdiction in California and agree that all matters arising thereunder will be determined in accordance with the law and practice of such court. It must further give the name and address of the underwriter's agent for service of process located within California or must nominate the California Insurance Commissioner as such agent.

5) PRIORITY OF COVERAGE

The Contractor's insurance shall not call on the City's program for contributions.

6) CANCELLATION/REDUCTION IN COVERAGE NOTICE

With respect to the interest of the City, if an insurance company elects to cancel insurance before the stated expiration date, or declines to renew in the case of a continuous policy, or materially reduces the coverage period by changing the retroactive date (if any), or the extended discovery period (if any), or reduces the stated limits other than by impairment of an aggregate limit, or materially reduces the scope of coverage which affects the City's interest, the company will provide the City at least thirty (30) calendar days prior written of such election. Notice will be made by receipted delivery addressed as follows: GSD, Construction Forces Division, Attn: Contract Administrator, 555 Ramirez Street, Space 150C Los Angeles, CA 90012. It is understood, however, that such notice to the City shall not effect the company's right to give a lesser notice to the Named Insured in the event of nonpayment of premium. (L.A. Admin. Code Section 11.54).

7) ACCEPTABLE EVIDENCE

The appropriate City Special Endorsement forms, contained in Volume 1 of these Contract Documents, are the preferred form of evidence of insurance. Alternatively, the Contractor may submit two (2) certified copies of the policy or other evidence acceptable

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to the GSD, Construction Forces Division containing language which complies with subparagraphs 1) through 6) above.

With respect to Professional Liability insurance, either a signed copy of the Policy Declarations Page or a letter from the Contractor's insurance broker certifying coverage, together with a thirty (30) day cancellation notice endorsement in favor of the City as specified in subparagraph 6) will satisfy this requirement.

8) SEPARATION OF INSUREDS

Except with respect to the insurance company's limits of liability, each liability insurance policy shall apply separately to each insured against whom a claim or suit is brought. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

9) RENEWAL

Once the insurance has been approved by City, evidence of renewal of an expiring policy may be submitted on a manually signed renewal endorsement or certificate form. If the policy or carrier has changed, however, new evidence as specified in paragraphs 1) through 8) above, must be submitted.

B) AGGREGATE LIMITS/REDUCTION IN COVERAGE

If any of the required insurance coverages contain aggregate limits, or apply to other operations or tenancy of the Contractor not related to this Contract, the Contractor shall give the City prompt, written notice of any incident, occurrence, claim, settlement or judgment against such insurance which in the Contractor's best judgment may diminish the protection such insurance affords the City. Further, the Contractor shall immediately take all reasonable and available steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits. The City may, at its option, specify a minimum acceptable aggregate for each line of coverage required.

The Contractor shall not make any substantial reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) which may affect the City's protection without the City's prior written consent.

C) SELF-INSURANCE AND SELF-INSURED RETENTIONS

Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by the City upon review of evidence of the Contractor's financial capacity to respond. Additionally, such programs or retention must provide the City with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance.

D) MODIFICATION OF COVERAGE

The City reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving the Contractor ninety (90) calendar days advance written notice of such change. If such change should result in substantial additional cost to the Contractor, the City agrees to negotiate additional compensation.

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E) FAILURE TO PROCURE INSURANCE

The required coverage and limits are subject to availability on the open market at reasonable cost as determined by the City. Non-availability or non-affordability must be documented by a letter from the Contractor's insurance broker or agent indicating a good faith effort to procure the required insurance and showing, as a minimum, the names of the insurance carriers and the declinations or quotations received from each.

Within the foregoing constraints, the Contractor's failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the City may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the City's interests and pay any and all premiums in connection therewith, and recover all monies so paid from the Contractor.

F) UNDERLYING INSURANCE

The Contractor shall be responsible for requiring indemnification and insurance as it deems appropriate from its consultants, agents and Subcontractors, if any, to protect the Contractor's and the City's interests, and for ensuring that such persons comply with any applicable insurance statutes. The Contractor is encouraged to seek professional advice in this regard.

G) WORKERS' COMPENSATION

By signing this Contract, the Contractor hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the Work pursuant to this Contract.

A waiver of subrogation in favor of the City will be required when Work is performed on City premises under hazardous conditions.

H) ALL RISK BUILDER'S RISK/INSTALLATION FLOATER

During the course of construction, the Contractor shall secure and maintain an All Risk Builder's Risk Insurance policy covering loss, damage or destruction of property, including materials in transit and stored on and off site, in an amount equal to the value of the construction and materials on hand.

An Installation Risk or "Floater" Policy, written to cover only specific types of equipment during construction, may be provided to cover damage to Work or high valued equipment or materials.

Coverage shall remain in force until the Work is completed and accepted by the City. Acceptable evidence of coverage shall be in the form of an endorsement to the policy which names the City as Loss Payee As Its Interest May Appear.

I) TYPICAL COVERAGES REQUIRED

The coverages required in A above shall be at least as broad as:

1) General Liability: Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01).

2) Automobile Liability: Insurance Services Office Form Number CA 00 01 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

3) Professional Liability: If applicable, errors and omissions liability appropriate to the consultant's profession, with a discovery period of not less than twelve (12) months after completion of Work or termination of Contract.

J) TYPICAL LIMITS OF LIABILITY

Unless otherwise specified in Form Gen. 146/IR, the Contractor shall maintain limits no less than:

1) General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: $1,000,000 per accident for bodily injury and property damage, combined or equivalent in split limits.

3) Employer's Liability: $1,000,000 per accident for bodily injury or disease.

1) Professional Liability: $1,000,000 per occurrence.

K) CONTRACT BONDS

If required to submit, before the execution of the Contract by GSD General Manager, the Bidder shall file with the Board Surety bonds satisfactory to GSD, Construction Forces Division and the Authorized City Representative in the amounts and for purposes noted below. Bonds shall be duly executed by a responsible corporate Surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California. Bonds shall be issued by a Surety who is listed in the latest revision of U.S. Department of Treasury Circular 570, is authorized to issue bonds in California, and whose bonding limitation shown in said circular is sufficient to provide Bonds in the amount required by the Contract. The Bidder shall pay all Bond premiums, costs, and incidentals. On Contracts estimated by GSD, Construction Forces Division to be less than $2 million, Bonds may be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write Surety insurance within the State of California.

Each Bond shall be signed by both the Bidder and the Surety, and the signature of the authorized agent of the Surety shall be notarized.

The Bidder shall provide two good and sufficient surety bonds. The "Payment Bond" (Material and Labor Bond) shall be for not less than one hundred percent (100%) of the Contract Price, to satisfy claims of material suppliers and of mechanics and laborers employed by it on the Work. The bond shall be maintained by the Contractor in full force and effect until the Work is accepted by the Board, and until all claims for materials and labor are paid, and shall otherwise comply with the California Civil Code.

The "Performance Bond" shall be for one hundred percent (100%) of the Contract Price to guaranty faithful performance of all Work, within the time period prescribed, in a manner satisfactory to GSD, Construction Forces Division and the Authorized City Representative, and that all materials and Workmanship will be free from original or developed defects, and comply with requirements and guaranty specified in "Guaranty-Warranty" of the General Requirements.

Should any Surety at any time be unsatisfactory to GSD Construction Forces Division and the Authorized City Representative, notice will be given the Contractor to that effect. No further

payments shall be deemed due or will be made under the Contract until a new Surety shall qualify and be accepted by GSD, Construction Forces Division and the Authorized City Representative.

Changes in the Work, or extensions of time, made pursuant to the Contract, shall in no way release the Contractor or Surety from its obligations. Notice of such changes or extensions shall be waived by the Surety. In addition to the bonds detailed above, the Contractor shall provide a guarantee bond as detailed in "Guaranty-Warranty" of the General Requirements.

00318 SERVICE OF NOTICE (2/09/94)

The delivering of any notice, instruction, claim or protest, or other written communication, personally to the Contractor or the Contractor's Representative or to the GSD, Construction Forces Division and the Authorized City Representative, or to the City Clerk of the City shall constitute service therefore upon the Contractor, GSD, Construction Forces Division, or the City, respectively.

The depositing of a post-paid (Registered Mail) wrapper directed to the official address of the Contractor, GSD, Construction Forces Division and the Authorized City Representative, or the City in any post office, of any notice, instruction, claim or protest, or written communication, shall be deemed sufficient service thereof upon the Contractor, GSD, Construction Forces Division and the Authorized City Representative, or the City, respectively, and the date of said service shall be the day following the date of postmark.

The official address of the Contractor shall be the address given in the accepted Bid or such other address as the Contractor may subsequently designate in writing either to GSD, Construction Forces Division, the Authorized City Representative or to the City. The official address of GSD, Construction Forces Division and the City will be supplied to the Contractor after the award.

00319 AGENT TO ACCEPT SERVICE (10/21/99)

The Contractor shall maintain within Los Angeles County a duly authorized agent as identified in the Article entitled Service of Notice to accept service of legal process on its behalf, and shall keep the City advised of such agent's name and address during the duration of the Contract and for three (3) years after the Final Payment, or as long as the Contractor has warranty obligations under the Article entitled "Guaranty-Warranty" of General Requirements, whichever period terminates later. In the event that no such duly authorized agent is on file with the City, the Contractor agrees that the Secretary of State of the State of California shall be the Contractor's agent for service of legal process.

00320 THRU 00399 NOT USED

00400 TEMPORARY SUSPENSION OF WORK (7/9/03)

If the Work of the Contract is suspended or delayed, the Contractor shall so notify GSD, Construction Forces Division and the Authorized City Representative within twenty-four (24) hours after the start thereof. If the Contractor is entitled to reimbursement for such suspension or delay, as specified hereinafter, the Contractor shall submit a completely detailed statement of the costs thereof, to GSD, Construction Forces Division and the Authorized City Representative, within ten (10) calendar days after the termination thereof. Failure to submit such statement of costs or notification within the time specified shall be deemed a waiver of any claims for delay or damages or both by the Contractor.

If the Work of the Contract is suspended or delayed through no fault of the City, all expenses and losses shall be borne by the Contractor with no time extension, additional reimbursement for extended overhead, or interest on monies due, allowed to the Contractor.

If the Work of the Contract is suspended or delayed by an act of the City, or by failure of the City to furnish required information, and the Contractor thereby incurs expenses or sustains losses which could not have been avoided by the judicious handling of forces and equipment, and if by a diligent prosecution of the Work the Contractor could not have completed the Work before such suspension, the Contractor

will be paid such amount as GSD, Construction Forces Division and the Authorized City Representative may find to be a fair and reasonable compensation for such part of the Contractor's actual loss. In no case shall any compensation be made to cover any loss other than actual cash paid for wages, rental of equipment, and materials used in protection of the Work, all of which must be supported by satisfactory written evidence. Such wages shall not include the wages or salary of any individual not necessary for protection of the Work. The Contractor shall not be entitled to any mark-up for overhead or profit on damages or for extended duration or for interest on monies due for work satisfactorily completed prior to the suspension or delay.

The Contractor shall maintain complete and accurate daily records of all costs due to delay, clearly distinguishing them from the costs of other portions of the Work, and shall submit a detailed written report of such costs to GSD, Construction Forces Division and the Authorized City Representative within ten (10) calendar days of incurring the delay. Failure to comply shall result in waiver by the Contractor to any claims for additional payment and schedule change. In addition, the Contractor shall submit evidence of any cause of delay specified herein if it has not already done so.

As soon as practicable, following receipt of such report and evidence, if required, GSD, Construction Forces Division and the Authorized City Representative will determine the nature and extent of such costs and will, if GSD, Construction Forces Division and the Authorized City Representative find that payment is due, issue a Change Order therefore, subject to the provisions in "Change Orders" of the General Requirements. If GSD, Construction Forces Division and the Authorized City Representative determines that payment is not due, the Contractor will be so advised in writing. Should the Contractor disagree with such finding, Contractor may submit a notice of protest to GSD General Manager as provided in Claims and Protests. The Contractor shall provide GSD, Construction Forces Division and the Authorized City Representative with access to its daily cost records or certified copies thereof as requested. All such records shall be retained by the Contractor and open to inspection and audit by the City and GSD, Construction Forces Division. Except for the additional compensation provided hereinbefore, the Contractor shall have no claim for damage or compensation for any delay or hindrance whether or not contemplated by the Contract.

00401 UNAVOIDABLE DELAY (10/17/01)

Should the Contractor be obstructed or delayed in the completion of the Work from causes beyond its control and without its fault or negligence, and solely due to acts of God, acts of government in its sovereign capacity, riots, insurrections, wars, fires, floods, earthquakes, tidal waves, epidemics, quarantine restrictions, industry-wide strikes, freight embargoes, or unusually severe weather, it shall be entitled to a non-compensable extension of time.

The Contractor shall only be entitled to a non-compensable extension of time for Unavoidable delay in the Work which negatively impacts the critical path of the approved project schedule, and causes the Work of the project to extend beyond the approved Contract Completion date.

The Contractor shall be entitled to a non-compensable time extension only if it notifies the GSD, Construction Forces Division and the Authorized City Representative immediately at the time the Contractor is prevented from proceeding with the Work and follows with written notification of the causes of the delay within five (5) calendar days from the beginning of any delay. Also, the Contractor shall notify GSD, Construction Forces Division and the Authorized City Representative immediately at the end of the delay and follow up with written notification of the cessation of delay within five (5) calendar days from the end of the delay.

Any claim for a time extension shall be made in writing within five (5) calendar days after the conclusion of the delay. GSD, Construction Forces Division and the Authorized City Representative shall ascertain the facts and the extent of the delay and extend the time for completing the Work if, in their judgment, the findings of fact justify such an extension. GSD, Construction Forces Division and the Authorized City Representative's decisions shall be final and conclusive, subject only to appeal as provided by Claims and Protests.

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00402 ARCHAEOLOGICAL AND PALEONTOLOGICAL DISCOVERIES (1/30/03)

If items of archaeological or paleontological interest are discovered, the Contractor shall immediately cease excavation in the area of discovery and shall not continue until ordered by GSD, Construction Forces Division and the Authorized City Representative. When resumed, excavation operations within the area of discovery shall be as directed by the Engineer, GSD, Construction Forces Division and the Authorized City Representative.

Such discoveries include antiquated dwelling sites, stone implements or other artifacts, animal bones, human bones, fossils and the like. The Contractor shall be entitled to an extension of time and compensation in accordance with the provision of Temporary Suspension of Work.

00403 COORDINATION WITH OTHER CONTRACTS (1/30/03)

GSD, Construction Forces Division and the Authorized City Representative may allow other work at the site by the City's own forces, utility owners or other direct contracts. If the Contractor believes that such performance will involve additional expense to the Contractor or requires additional time and the parties are unable to agree as the extent thereof, the Contractor may make a claim therefore as provided under Claims and Protests.

The Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or the City, if the City is performing the additional work with City employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. The Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of GSD, Construction Forces Division and the Authorized City Representative and the others whose work will be affected. The duties and responsibilities of the Contractor under this Article are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of the Contractor in said direct contracts between the City and such utility owners and other contractors.

If any part of the Contractor's work depends upon proper execution or results of the work of any such other contractor or utility owner or the City, the Contractor shall inspect and promptly report to GSD, Construction Forces Division and the Authorized City Representative in writing any delays, defects or deficiencies in such work that renders it unavailable or unsuitable for such proper execution and results. The Contractor's failure to do so will constitute an acceptance of the other Work as fit and proper for integration with the Contractor's Work. The exception is latent defects in the other work.

00404 TERMINATION OF CONTRACT BY CITY (CONTRACTOR NOT AT FAULT) (10/17/01)

The Contract may be terminated, in whole or in part, at any time, by the City, at its sole discretion, without cause and for the City's convenience. Such termination will be accomplished by delivery of a written "Notice of Termination" to the Contractor, specifying the extent to which performance of the Work under the Contract or portion of the Contract shall be terminated and the date upon which such termination shall become effective.

After receipt of a Notice of Termination, except as otherwise directed by the City the Contractor shall:

1) Stop Work under the Contract on the date and to the extent specified in the Notice of Termination.

2) Notify the City in writing of all outstanding orders, Subcontracts and contracts entered into by Contractor for performance of the Work, including the (I) name and address of the vendor,

supplier or Subcontractor; (ii) a copy of the complete contract, order or Subcontract; (iii) an accounting of the Work performed and compensation earned by the vendor, supplier or Subcontractor, and (iv) such other information as the City may request to assist it in determining whether to terminate or accept assignment of the order, Subcontract or contract.

3) Upon written notice by City, terminate all Subcontracts, orders and contracts, of any tier, related to the performance of the Work that the City determines shall be terminated and not assigned. Place no further orders or Subcontracts for Goods or services, except as may be necessary for completion of that portion of the Work that has not been assigned.

4) Place no further orders or Subcontracts for Goods or services, except as may be necessary for completion of that portion of the Work that has not been terminated.

5) Settle outstanding liabilities and Claims arising out of such termination of orders and Subcontracts, with the Acceptance of the City if required (which Acceptance shall be final for the purposes of this Article).

6) Assign to the City in the manner, at the times, and to the extent directed by the City all of the rights, titles, and interests of the Contractor under such orders, contracts and Subcontracts so terminated

7) Transfer title and deliver to the City in the manner, at the times and to the extent directed by it, the fabricated or unfabricated parts, Work in process, completed Work, supplies, and other Goods procured as a part of, or acquired in connection with the performance of the Work terminated; and completed or partially completed plans, drawings, information and other items that would have been required (per the Specifications) to be furnished to the City if the Contract had been completed.

8) Use its best efforts to sell the property of the types referred to above in the manner, at the times, to the extent, and at the price(s) directed or authorized by the City, providing that the:

   A) Contractor is not required to extend credit to any purchaser;

   B) Contractor may acquire any such property under the prescribed conditions; and/or proceeds of any such transfer or disposition are applied or otherwise credited to reduce payments made by the City to the Contractor under the Contract.

9) Take any action that may be necessary, or that the City may direct, for the protection and preservation of the property related to the Contract that is in the possession of the Contractor and in which the City has or may acquire an interest.

10) Complete performance of that portion of the Work that has not been terminated by the Notice of Termination, as applicable and in accordance with the Contract.

After receipt of a Notice of Termination for the City's convenience, the Contractor shall submit its termination Claim to the City requesting payment of such sums as are permitted under the terms of this Article, in the form and with the certification(s) prescribed by the City for Claims and Protests. Such Claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions are granted in writing by the City upon written request by the Contractor during such six-month period or authorized extension thereof. However, the City may receive and act upon any termination Claim at any time after the thirty (30) days period or any extension thereof, if it determines that the facts justify such action. Upon failure of the Contractor to submit its termination Claim within the time specified, the City will determine the amount due the Contractor, if any, on the basis of information available, and will pay the Contractor the amount so determined. Such determination shall be final and binding and payment shall be in full settlement for the Work performed under the Contract.

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Subject to the provisions of this Article, the Contractor and the City may agree upon the total or partial amount to be paid to the Contractor by reason of the total of or partial termination pursuant to this Article. The agreed upon amount shall under no circumstances include any sum for lost profits on the terminated portion of the Work or for consequential damages, of any kind. If agreement is reached, the Contract will be amended by Modification accordingly and the Contractor will be paid the agreed upon amount.

In the event of failure of the Contractor and the City to agree on the total amount to be paid the Contractor by reason of the termination of Work pursuant to this Article, the City will pay the Contractor the amounts determined by the City as follows, exclusive of any amounts agreed upon in accordance with the preceding Paragraph:

The Contractor's actual cost for the Work properly performed by the Contractor as of the date of termination, including a 5% allowance for profit on such costs; plus, the reasonable cost of preserving and protecting property; plus, other reasonable costs incidental to the termination of the Work under the Contract, including expense incurred to determine the amounts due; provided however, that the maximum payable or paid for any portion of the completed Work shall not exceed the values listed in the corresponding bid item of Schedule of Values.

The total sum to be payable or paid to the Contractor, exclusive of the settlement amounts described in the Paragraph immediately above, shall not exceed the total Contract Price less the:

1) Payments made previously by the City for the Work; plus

2) A prorated portion of the total Contract Price for the terminated portion of the Work as determined by GSD, Construction Forces Division and the Authorized City Representative.

Except for normal spoilage and to the extent that the City will have otherwise expressly assumed the risk of loss, the fair value (as determined by the City) of property that is destroyed, lost, stolen, or damaged (so as to become undeliverable to the City or other buyer as described above) shall be excluded from the amounts paid to the Contractor.

In arriving at the amount due the Contractor under this Article, a deduction shall be made for the following:

1) Any claim that the City may have against the Contractor in connection with the Contract; and

2) The agreed upon price for and/or proceeds from the sale of goods or other items acquired or sold by the Contractor that have not been otherwise recovered by or credited to the City.

Under such terms and conditions as it may prescribe and at its sole discretion, the City may make partial payments against costs incurred by the Contractor in connection with terminated portion of the Contract whenever the City decides that the aggregate of such payments is within the amount to which the Contractor is entitled hereunder. If the total of such payments is in excess of the amount finally agreed upon or determined to be due under this Article, such excess shall be payable by the Contractor or to the City upon demand together with interest at a rate equal to that set forth in California Code of Civil Procedure, Section 685.010.

Under no circumstances shall the Contractor be entitled to anticipatory or unearned profits or consequential damages as a result of a termination of partial termination under this Article, or for any other termination by the City. The payment to the Contractor determined in accordance with this Article shall constitute the exclusive remedy of the Contractor for termination hereunder.

Anything contained in the Contract to the contrary notwithstanding, a termination under this Article shall not waive any right or claim to damages that the City may have; the City may pursue any clause of action that it may have by law or under the Contract; and shall not relieve Contractor of its warranty obligations with respect to any Work performed prior to such termination.

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If the termination hereunder is only for a part of the Work, the Contract Price shall be reduced by the amount of the Contract Price applicable to the portion of the Work which is terminated, including overhead and profit, on the basis of one or more of the following:

1) Unit prices stated in the Contract or agreed upon by the City and the Contractor.

2) A lump sum determined by GSD, Construction Forces Division and the Authorized City Representative, based on the estimate costs including overhead and profit of the terminated portions of the Work.

00405 TERMINATION OF CONTRACT BY CITY (CONTRACTOR DEFAULT) (10/17/01)

In the event of conduct by the Contractor which is determined by GSD, Construction Forces Division and the Authorized City Representative to constitute default, the City may either suspend the Work under the provisions of Temporary Suspension of Work of these General Conditions or, upon ten (10) calendar days' written notice to the Contractor, terminate the Contract as provided herein. Default by the Contractor shall occur whenever it shall declare bankruptcy; become insolvent or assign its assets for the benefit of its creditors; fail to provide materials, equipment, or workmanship meeting the requirements of the Specifications; disregard or violate provisions of the Contract Documents or the Engineer's or GSD, Construction Forces Division's and the Authorized City Representative's instructions; fail to prosecute the Work according to the approved progress schedule; or fail to provide a qualified representative, competent workers or Subcontractors. Upon request, GSD, Construction Forces Division and the Authorized City Representative will provide the Contractor an opportunity to contest the recommendation of the Engineer, or GSD, Construction Forces Division as to default by the Contractor.

In the event the Contract is terminated pursuant to this Article, the City may take possession of the Work and of all materials, tools, equipment, and property of the Contractor, which have been provided in connection with the Work, and may complete the Work by whatever method or means the City may select. The unpaid balance of the Contract cost for completing the Contract Work shall be used to complete the Work in accordance with the Contract Documents. If cost of completing the Work exceeds the unpaid balance, the Contractor shall pay the excess amount to the City. If such cost is less than the unpaid balance, the Contractor shall not have claim to the difference except to such extent as may be necessary, in the opinion of the Engineer, to reimburse the Contractor or the Contractor's sureties for any unpaid expense properly incurred for materials, tools, equipment, property, and labor devoted to the prosecution of the Work, or which the City shall have received the benefit. In computing such expenses, as it relates to equipment and property, the salvage value at completion of Work shall be deducted from the salvage value at the time the Contract was terminated, and the difference shall be considered as an expense. If after termination for failure of the Contractor to fulfill contractual obligations (Contractor Default), it is determined by a Court of competent jurisdiction that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the City. In such an event, adjustment of the Contract Price shall be made as provided in Termination of Contract by City (Contractor Not at Fault)".

00406 PARTIAL ACCEPTANCE (3/26/02)

The City shall have the right to utilize or place into service any item of equipment or other usable portion of the Work prior to completion of the entire project. GSD, Construction Forces Division and the Authorized City Representative will notify the Contractor in writing identifying the specific portion or portions of the Work to be so utilized or otherwise placed into service.

It shall be understood by the Contractor that until a written notification of a partial completion is issued, all responsibility for care and maintenance of all items or portions of the Work to be placed in use shall be borne by the Contractor. Upon issuance of the written notification of the partial completion, the City will

accept responsibility for the protection and maintenance of all such items or portions of the Work described in the written notice, and it is further understood that the manufacturer's warranties of any affected equipment will commence not later than the date for commencement of the warranties indicated on the written notification of the partial completion. The Contractor's guarantee period shall commence only after the final acceptance of the Contract by the Department of General Services. Such guarantee of total systems operation shall include that portion or portions previously placed into Beneficial Use by the City.

The issuance of a written notification of a partial completion for any part of the Work shall not relieve the Contractor of its obligation to promptly remedy any omissions and latent or unnoticed defects in the Work covered by the written notification of a partial completion. The City shall have the right to restrict the Contractor's use of the occupied portion of the Work but shall allow the Contractor reasonable access to complete or correct items required by the Contract Documents.

The City may, if the Work is progressing satisfactorily, release part of the retention on portions of the Work for which a written notification of a partial completion has been issued, provided that the following conditions have been met:

1) Final Inspection corrections have been completed to the satisfaction of GSD, Construction Forces Division Authorized Representative on the portions of work to be utilized or placed into service;

2) The Contractor submits a written request to GSD, Construction Forces Division and the Authorized City Representative for release of retention which includes a verifiable valuation of the identified portions of the Work covered by the written notification of a partial completion;

3) Impacted Subcontractors, major suppliers and the Contractor's Surety all agree in writing to release of retention;

4) There are no Stop Notices on file with GSD, Construction Forces Division against the Contractor involving any portion of the affected Work; and

5) GSD, Construction Forces Division and the Authorized City Representative agrees that a portion of the retention should be released for the affected Work.

00407 FINAL ACCEPTANCE (10/17/01)

When all Work has been completed to the satisfaction of GSD, Construction Forces Division and the Authorized City Representative, the Contractor shall notify GSD, Construction Forces Division and the Authorized City Representative, and request in writing a Final Inspection be performed by the Inspector. The Final Inspection conducted by the GSD, Construction Forces Division and the Authorized City Representative may include the Contractor and major Subcontractors' representatives. A Final Inspection Correction List will be provided to the Contractor at the completion of the Full Final Inspection. All corrections noted on the Final Inspection Correction List shall be completed within thirty (30) days of issuance of the Final Inspection Correction List. All corrections shall be inspected and accepted by GSD, Construction Forces Division and the Authorized City Representative until all Work is complete. Failure to complete all corrections within thirty (30) days of issuance of the Final Inspection Correction List shall result in the Final Inspection being performed again.

Upon completion of all physical corrections GSD, Construction Forces Division and the Authorized City Representative shall initiate release of final payment and retention monies due the Contractor after subtracting any disputed monies (outstanding administrative corrections, such as wage violations, illegal substitutions, or liquidated damages).

Upon completion of all items of Work and administrative requirements of the Project, GSD, Construction Forces Division shall formally accept the contract work and shall establish the following:

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1) Start date of the Contractor's material and workmanship Guaranty-Warranty for the total Project.

2) Start date of any equipment or material warranties, which had not previously been started.

3) Date the City assumes responsibility for maintenance, security, and safety of the Project.

00408 LIQUIDATED DAMAGES (10/17/01)

Time is of the essence in completing the Work required by the Contract. If the Contractor fails or refuses to complete the Work or any part thereof within the time fixed by the terms of the Contract, or any approved extension thereof, the actual damage to the City due to the delay will be difficult or impossible to determine. In lieu thereof, the Contractor shall pay to the City, as fixed and agreed, liquidated damages for each calendar day of delay in completion, the sum or sums as set forth in the Contract Documents. The Contractor shall be liable for the amount thereof. The City reserves the right, however, to terminate the Contractor's completing the Work, charging against the Contractor and its sureties any excess cost occasioned the City thereby, together with liquidated damages accruing until such time as the City may reasonably complete the Work.

Permitting the Contractor to continue and complete the Work, or any portion thereof, after the time fixed herein for completion, or after the expiration of any extensions of said time, shall in no way operate as a waiver on the part of the City of any of its rights under the Contract.

00409 COMPENSATION FOR DELAY, DISRUPTION, UNANTICIPATED OVERHEAD (3/18/04)

This Article establishes the Contractor's sole and exclusive rights to compensation for costs, expenses or damages, of any kind, arising from or relating to (i) delay, disruption, hindrance, interference, schedule compression, and the impact, ripple or cumulative effect thereof; or (ii) additional supervision, administration, excess, extended or extraordinary overhead, loss of productivity, or similar costs, expenses or damages incurred as a result of or related to extras, changes, additions or deletions in the Work, errors, omissions, conflicts or ambiguities in the Contract Documents, suspensions of the Work, acts or omissions of City or its representatives, agents, contractors or consultants, Differing Site Conditions, or other unforeseen circumstances, of any kind.

Contractor shall not be entitled to, and hereby conclusively waives, any right to recovery of compensation, costs, expenses or damages for delays, disruptions, hindrances or interferences (including without limitation interruption of schedules, extended, excess or extraordinary field and indirect overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work) that are the result of Unavoidable Delays or which are caused by the acts or omissions of Contractor or of its Subcontractors, of any tier.

Contractor's rights to recovery of compensation, costs, expenses and damages for delay, disruption, hindrance and interference (including without limitation interruption of schedules, extended, excess and extraordinary field and indirect overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work) that are the result of extras, changes, additions or deletions in the Work for which Contractor is entitled to an adjustment of the Contract Price as set forth in Changes and Extra Work shall be limited to the additional compensation set forth in "Change Orders" of the General Requirements, which shall constitute the sole, exclusive and complete compensation that the City is obligated to pay Contractor for all such costs, expenses and damages incurred by Contractor and its Subcontractors, of every tier.

If Contractor is entitled to an extension of time under the terms of the Contract Documents solely as a result of any cause other than Unavoidable Delay or extras, changes, additions or deletions in the Work for which Contractor is entitled to an adjustment of the Contract Price pursuant to Changes and Extra Work, then the Contract Price shall be increased by the sum of $ 500 per day for each day of such time extension; provided however, that such compensation shall be only be payable by City if and to the extent that (i) the Contractor is entitled to an extension of time under the Contract Documents on account of

such delay, including without limitation that Contractor has strictly complied with all requirements regarding the timeliness and content of written notices and requests for extension of time; and (ii) the delay is not, in whole or in part, concurrent with an Unavoidable Delay, a delay due to extra work, changes, additions or deletions in the Work as set forth in "Changes and Extra Work", or any other delay for which Contractor is not entitled to an extensions of time under the terms of the Contract Documents; and (iii) an adjustment to the Contract Price for the costs, expenses and damages incurred in connection with such extension of time is not provided for or excluded under any other provision of the Contract Documents. The daily rate of compensation provided for herein shall not be subject to further markups or additions for profit, overhead (direct or indirect), or impact and shall constitute the sole, exclusive and complete compensation that the City is obligated to pay for any costs, expenses and damages incurred by Contractor and its Subcontractors, of every tier, in connection with any delay, disruption, hindrance and interference (including without limitation interruption of schedules, extended, excess or extraordinary field and indirect overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work) related to such extension of time.

Notwithstanding the foregoing or any other provision of the Contract Documents to the contrary, Contractor shall in no event be entitled to receive the compensation set forth in this Article for the period of any delay or disruption that is concurrent with a delay or disruption that is caused by the acts or omissions of Contractor or its Subcontractors, of any tier, or that is the result of any breach by Contractor of any provision of the Contract Documents.

00410 THRU 00499 NOT USED

00500 CHANGES AND EXTRA WORK (10/17/01)

GSD, Construction Forces Division may, at any time, without notice to the Sureties, by written order designated or indicated to be a Change Order, order performance of extra work or make any change, addition or deletion in the Work, including but not limited to changes in the Specifications including Plans and designs; in the time, method or manner of performance of the Work; in the City furnished facilities, equipment, materials, services, or site; or directing acceleration in the performance of the Work.

Upon receipt of such Change Order, the Contractor shall promptly proceed with the Work covered thereby, which shall be performed in accordance with the provisions of the Contract Documents except as otherwise specifically provided.

In the event that Contractor receives any written order or direction by GSD, Construction Forces Division and the Authorized City Representative that is not so designated or indicated to be a Change Order, but which Contractor believes to constitute an extra, change, addition or deletion in the Work, then Contractor shall, prior to performance of any Work related thereto, give written notice to GSD, Construction Forces Division's Authorized Representative confirming Contractor's belief that such order or direction is believed to be a Change Order within one (1) working day of Contractor's receipt of such order or direction.

Contractor conclusively waives any right to additional compensation, costs, expenses, damages or extension of time associated with an extra, change, addition or deletion to the Work that is performed by Contractor without either (i) a written order signed by GSD, Construction Forces Division designated or indicated to be a Change Order and any change, addition or deletion, or (ii) a written notice issued by Contractor in accordance with the provisions of this Article.

During the progress of the Work, it may be necessary for GSD, Construction Forces Division and the Authorized City Representative to issue written field orders in the form of an Emergency Change Authorization. Upon receipt, The Contractor shall immediately proceed with GSD, Construction Forces Division and the Authorized City Representative written directive.

Except as provided in this Article, no other order, statement, or conduct of the Engineer shall be treated as a change under this Article or shall entitle the Contractor to an adjustment in the Contract Price or Contract Completion Date.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

Except for claims based on defective Specifications, no Claim for any change under this Article shall be allowed for any costs incurred more than twenty (20) calendar days before the Contractor gives written notice as required. Except as otherwise provided in the Contract Documents, in the case of defective specifications for which GSD, Construction Forces Division is responsible, the adjustment shall include any increased cost the Contractor reasonably incurred in attempting to comply with those defective specifications.

If the Contractor intends to assert a Claim for an adjustment in the Contract Price under this Article, it must, within ten (10) calendar days after receipt of a written Change Order or the furnishing of a written confirmation notice as hereinbefore specified, submit a written statement to GSD, Construction Forces Division and the Authorized City Representative setting forth the general nature and monetary extent of such claim and all factual grounds therefore. The Contractor may include the statement of claim in the written notice as hereinbefore specified. Failure to comply with the twenty (20) calendar day notice requirement shall be deemed a waiver of Claims by the Contractor.

No adjustment shall be made under this Article for any suspension, delay, interruption, change or any other cause, to the extent that an adjustment is provided for or excluded under any other provision of the Contract.

Recovery of compensation, costs, expenses or damages resulting from delay, disruption, hindrance, or interference in the performance of the Work (including without limitation interruption of schedules, extended, excess or extraordinary field overhead and indirect overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work), shall not be permitted, and all rights thereto are conclusively waived by Contractor, except to the extent allowed by Compensation for Delay, Disruption and Unanticipated Overhead.

No Claim by the Contractor shall be allowed if the Claim is made after final payment under this Contract.

00501 DIFFERING SITE CONDITIONS (7/9/03)

Upon discovery and before further disturbance of any differing site conditions, the Contractor shall immediately notify GSD, Construction Forces Division and the Authorized City Representative, followed by a written notice to GSD, Construction Forces Division and the Authorized City Representative within twenty-four (24) hours of subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in this Contract; or materially differing from that represented in the Contract Documents which the Contractor believes may be hazardous waste (as defined in the California Health and Safety Code and is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law).
GSD, Construction Forces Division and the Authorized City Representative will promptly investigate the conditions. If, GSD, Construction Forces Division and the Authorized City Representative finds that conditions materially differ and will cause an increase or decrease in the Contractor's cost or the time required to perform any part of the Work, GSD, Construction Forces Division and the Authorized City Representative will adjust the Contract by Change Order.

If the Contractor disagrees with GSD, Construction Forces Division and the Authorized City Representative's determination the Contractor may request an adjustment to the Contract Price or Contract Completion Date. Within ten (10) calendar days after it first discovered, or should have discovered in the exercise of diligence and extreme care, the existence of such Differing Site Condition, submit a written statement setting forth a detailed cost breakdown described in "Change Orders" of the General Requirements. The statement must include the Contractor's basis and calculation of the costs saved or incurred, detailed information demonstrating the effect on the Contractor's schedule of performance (in the same manner as required by the Contract Documents for requesting an extension of time), identification of the Escrow Bid Documents that formed the basis of the Contractor's Bid to perform

the Work affected by such conditions, and a complete and detailed explanation of the factual basis for the request.

Failure by Contractor to strictly comply with the requirements of this Article concerning the timing and content of any notice of Differing Site Conditions or of any request for adjustment in Contract Price or Contract Completion Date based on Differing Site Conditions shall be deemed waiver of any Claim by the Contractor for increase in the Contract Price or extension of the Contract Completion Date by reason of such conditions.

Contractor's right to compensation for (I) delay, disruption, hindrance, interference, schedule compression, and the impact, ripple or cumulative effect thereof; or (ii) additional supervision, administration, excess, extended or extraordinary overhead, loss of productivity, or similar costs, expenses or damages incurred as a result of or related to any Claim based on Differing Site Conditions shall be limited to such sums as are allowable under Compensation for Delay, Disruption, Unanticipated Overhead.

No Claim by the Contractor for an adjustment hereunder shall be allowed if asserted after final payment under this Contract.

00502 THRU 00599 NOT USED

00600 CLAIMS AND PROTESTS (7/9/03)

A Claim that involves an extra, change, addition or deletion to the Work as set forth in Changes and Extra Work shall arise upon issuance of a final decision of GSD, Construction Forces Division denying, in whole or in part, a request for adjustment in the Contract Price or Contract Completion Date; provided however, that failure to comply with the requirements of the articles for Changes and Extra Work or Differing Site Conditions shall be conclusively deemed to constitute grounds to deny such Claim.

A Claim that does not involve an extra, change, addition or deletion to the Work may be asserted only if the Contractor shall immediately and prior to performing the Work affected thereby give written notice to GSD, Construction Forces Division and the Authorized City Representative of such circumstances and of Contractor's intention to file a Claim based thereon. Unless otherwise directed by GSD, Construction Forces Division and the Authorized City Representative, the Contractor shall proceed without delay to perform the Work and to conform to any order, instruction, or decision of GSD, Construction Forces Division and the Authorized City Representative with respect thereto.

The Contractor shall, within twenty (20) calendar days after it first knew, or in the exercise of diligence and extreme care should have known, of the circumstances giving rise to the Claim, file a written Claim with GSD, Construction Forces Division and the Authorized City Representative, stating in detail all objections, grounds and reasons therefore. The Contractor shall, upon instruction by GSD, Construction Forces Division and the Authorized City Representative, provide, within ten (10) days or such other time as agreed to between GSD, Construction Forces Division and the Authorized City Representative, and the Contractor, any and all documents, records or other materials identified by GSD, Construction Forces Division and the Authorized City Representative as necessary for the resolution of the Contractor's Claim.

Claims seeking time extensions shall be accompanied by such documentation as is required by "Contractor's Construction Schedule and Reports" of the General Requirements. Claims seeking recovery of compensation or adjustments to the Contract Price, whether or not based on extras, changes, additions or deletions to the Work, shall be in the form of Change Order Cost Quotations prepared in accordance with and subject to all of the requirements of "Change Orders" of the General Requirements, including without limitation the prohibition on use of "total cost" and "modified total cost" methodologies.

Contractor waives all rights to assert any claims or seek any relief in the form of extensions of time or recovery of additional compensation, costs, expenses, damages from the City that are not presented as a Claim in the manner specified and within the time stated herein. Contractor further hereby agrees that in

the interest of avoiding the additional expense and potential inequity of piecemeal resolution of Claims, all decisions by GSD, Construction Forces Division and the Authorized City Representative shall be final and binding not only as to all matters asserted in the Claim, but also as to all matters (including without limitation all rights to extensions of time and recovery of extra compensation, costs, expenses and damages) not asserted in the Claim that were known to Contractor, or that could have been reasonably discovered by Contractor in the exercise of diligence and extreme care, at the time of submission of the Claim and that are in any way related to the subject matter of the Claim. All orders, instructions and decisions of GSD, Construction Forces Division and the Authorized City Representative will be limited to matters properly falling within their respective authority.

The Contractor will be informed of GSD, Construction Forces Division and the Authorized City Representative's decision within thirty (30) days after the Contractor last submits data pertinent to the Claim previously mentioned. In the case of a Claim that involves an extra, change, addition or deletion to the Work as set forth in Changes and Extra Work, if the Contractor accepts the decision of GSD, Construction Forces Division and the Authorized City Representative, then the Contractor and City shall enter into a Change Order adjusting the Contract Price and Contract Completion Date in accordance with such decision. In case a Claim does not involve an extra, change, addition or deletion to the Work as set forth in Changes and Extra Work and the Contractor accepts the decision of GSD, Construction Forces Division and the Authorized City Representative, then the Contractor and City shall enter into a Change Order setting forth the terms of the decision and, if appropriate, its effect on the Contract Price or Contract Completion Date. If the Contractor does not accept the decision of GSD, Construction Forces Division and the Authorized City Representative, then further appeal of the GSD, Construction Forces Division and the Authorized City Representative's decision must be made to the GSD, General Manager in writing within twenty (20) calendar days after receipt of GSD, Construction Forces Division and the Authorized City Representative's decision. GSD, Construction Forces Division shall afford the Contractor an opportunity to be heard and to offer evidence in support of its appeal. All determinations of GSD, General Manager with respect to Claims shall be final and binding.

In all matters concerning the validity, interpretation, performance, effect or otherwise of the Contract, the Federal regulations (if and to the extent expressly incorporated by reference in the Contract Documents), the laws of the State of California, and the Charter of the City of Los Angeles shall govern and be applicable. Pending final disposition of a Claim, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the previously mentioned decision.

Any Claim, including without limitation any Claim filed on behalf of or having its source in a claim by Subcontractor, Sub-Subcontractor, or Supplier, at any tier, which the Contractor chooses to make to the City, shall be accompanied by the certification language set forth below signed by a responsible managing officer of the Contractor's organization, who has the authority to sign Subcontracts or Purchase Orders on behalf of the Contractor, and who has personally investigated and confirmed the truth and accuracy of the matters set forth in such certification. Submission of certification in accordance herewith is a condition precedent to the City's consideration of or decision on the Claim and to the filing and maintenance of any legal action or proceeding to enforce or recover monies under such Claim. Failure to submit such a certification along with the Claim shall result in the Claim being returned to the Contractor without any decision, and shall waive the Contractor's right to pursue the Claim either on its own behalf or on behalf of such Subcontractor or Supplier.

I hereby certify under penalty of perjury that I am a managing officer of _____ (Contractor's Name) and that I have reviewed the Claim presented herewith on Contractor's behalf and/or on behalf of _____ (Subcontractor's/Supplier's name(s)) and that the following statements are true and correct:

1) The facts alleged in or that form the basis for the Claim are true and accurate; and,

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

2) Contractor does not know of any facts or circumstances, not alleged in the Claim, that by reason of their not being alleged render any fact or statement alleged in the Claim materially misleading; and,

3) Contractor has, with respect to any request for money or damages alleged in or that forms the basis for the Claim, reviewed the job cost records (including those maintained by Contractor and by any Subcontractor or Supplier, of any tier, that is asserting all or any portion of the Claim) and confirmed with mathematical certainty that the losses or damages suffered by Contractor and /or such Subcontractor or Supplier were in fact suffered in the amounts and for the reasons alleged in the Claim; and,

4) Contractor has, with respect to any request for extension of time or claim of delay, disruption, hindrance or interference alleged in or that forms the basis for the Claim, reviewed the job schedules (including those maintained by Contractor and by any Subcontractor or Supplier, of any tier, that is asserting all or any portion of the Claim) and confirmed on an event-by-event basis that the delays or disruption suffered by Contractor and /or such Subcontractor or Supplier were in fact experienced for the durations, in the manner, and with the consequent effects on the time and/or sequence of performance of the Work, as alleged in the Claim; and,

5) Contractor has not received payment from City for, nor has Contractor previously released City from, any portion of the Claim.

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

No Claim by the Contractor shall be allowed if made after final payment under this Contract.

00601 COMMENCEMENT OF STATUTE OF LIMITATIONS (11/21/01)

Any applicable statute of limitations shall commence to run and any alleged cause of action by the Contractor against the City arising out of or related to the Project shall be deemed to have accrued in any and all events no later than 30 days after Contractor's submittal of its last application for progress payment of Contract or Change Order Work satisfactorily performed.

00602 GOVERNING LAW (11/21/01)

The terms and conditions of this Contract shall be construed and interpreted under, and all respective rights and duties shall be governed by, the laws of the State of California. Wherever applicable each provision of these Contract Documents shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of these Contract Documents shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of these Contract Documents.

Unless otherwise provided in this Contract, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this Contract or the breach of it will be decided by a Court of competent jurisdiction. It is understood that this Contract is executed and to be performed within the City and County of Los Angeles.

00603 VENUE (2/09/95)

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

This Contract will be executed and performed within the City and County of Los Angeles, California.

00604 NO WAIVER OF RIGHTS (4/12/95)

Neither the inspection by the City, nor any order by the City for payment of money, nor any payment for or acceptance of the whole or any part of the Work by the City, nor any extension of time, nor any possession taken by the City, shall operate as a waiver of any provision of this Contract, or any power herein reserved to the City, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

00605 ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE (4/12/95)

The acceptance by the Contractor of final payment shall release the City, GSD, Construction Forces Division, their officers, agents, representatives, or employees, as representatives of the City, from all claims and all liability to the Contractor for all things done or furnished in connection with the Work and every act of the City relating to or arising out of the Work.

00606 PATENTS AND COPYRIGHTS (10/17/01)

The Contractor shall include in its Bid the patent fees or royalties on any patented article or process which may be furnished or used in the Work. The Contractor shall indemnify and hold the City harmless from any legal action that may be brought for infringement of patents. The Contractor's attention is directed to "Notice of Patents, Data, and Copyright Regulations" of the Federal Labor Standards.

The Contractor shall bear all costs arising from the use of patented goods and /or processes used on and/or incorporated into the Work. When use of these goods and/or processes are judged to be an infringement and their use is banned, the Contractor, at its own expense, shall, with concurrence of GSD, Construction Forces Division, do one of the following:

1) Secure for the City the right to continue using goods and/or processes by suspension of the injunction or by procuring a license(s);

2) Replace said goods and/or processes with non-infringing goods and /or processes;

3) Modify said goods and/or processes so that they become non-infringing; or

4) Remove said goods and/or processes and refund the sum paid therefore without prejudice to any other rights of the City.

The preceding shall not apply to any goods manufactured to the detailed design of the City contained in the Contract Documents.

00607 PUBLIC RECORDS ACT (4/06/00)

All records, documents, Plans, specifications and all other information relating to the conduct of the City's business, including information submitted by the Contractor, shall become the exclusive property of the City and except as provided by law shall be deemed public records. Said information shall be subject to the provisions of the California Public Records Act (Government Code Sections 6250 et seq.).

Under no circumstances will the City be responsible or liable to the Contractor, submitter or any other party for the disclosure of any records or information submitted to the City, regardless of whether such records or information are labeled "Trade Secret", "Confidential", or "Proprietary" (or words to similar effect) and regardless of whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of the City or its officers, employees, and/or contractors.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

The City will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act", including interpretations of the Act or the definition of "Trade Secret". The submitting party shall be solely responsible for all determinations made under the Act, and where appropriate for clearly and prominently marking each and every page or sheet of information with "Trade Secret", "Confidential", or "Proprietary". Each submitting party is advised to contact its own legal counsel concerning the California Public Records Act and its applicability to the submitting party's own circumstances.

In the event of litigation concerning the disclosure of any information submitted by the submitting party, the City's sole involvement will be as a stakeholder, retaining the information until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be responsible for any and all fees and costs for prosecuting or defending any action concerning the information, and shall indemnify and hold the City harmless from all costs and expenses including attorneys' fees, in connection with such action.

END OF SECTION

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

MASTER GENERAL REQUIREMENTS

City of Los Angeles
California

Department of General Services
Construction Forces Division

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SECTION 01111
ABBREVIATIONS AND REFERENCE STANDARDS

I. ABBREVIATIONS

The abbreviations herein, together with others in general use, are applicable to the Project Manual, Contract Drawings, and other Contract Documents.

All abbreviations and symbols used on Contract Drawings for structural steel construction shall conform to those given by the "Manual of Steel Construction" published by the American Institute of Steel construction, Inc.

Common Usage: Whenever the following abbreviations are used, they shall have the meanings indicated:

ABAN	Abandon
ABAND	Abandoned
ABUT	Abument
ABS	Acrylonitrile – butadiene – styrene
AC	Asphalt concrete
ACP	Asbestos cement pipe
ACWS	Asphalt concrete wearing surface
ADA	Americans with Disabilities Act
AGB	Alley grating basin
ALT	Alternate
AMER STD	American Standard
ATSAC	Automated Traffic Surveillance and Control System
AWG	American Wire Gage (nonferrous wire)
BB	Beginning of Bridge
BC	Beginning of curve
BCR	Beginning of curb return
BDRY	Boundary
BF	Bottom of footing
BM	Bench mark
BPW	Board of Public Works
BSJ	Bell and spigot joint
BSL	Bureau of Street Lighting
BVC	Beginning of vertical curve
B/W	Back of wall
C/C	Center to center
CAB	Crushed aggregate base
CAP	Corrugated aluminum pipe
CB	Catch Basin
Cb	Curb
CBP	Catch Basin Connection Pipe
CBR	California Bearing Ratio
CCR	California Code of Regulations
CCTV	Closed Circuit TV
CF	Curb face or Cubic foot
C&G	Curb and gutter
CGB	Curbside grating basin
CFR	Code of Federal Regulations
CIDH	Cast-in-drilled-hole
CIP	Cast iron pipe or Cast-in-place
CIPP	Cast-in place pipe
CL	Clearance, center line
CLF	Chain link fence

CLSM	Controlled Low Strength Material
CMB	Crushed miscellaneous base
CMC	Cement mortar-coated
CML	Cement mortar-lined
CO	Cleanout (sewer)
COL	Column
CONC	Concrete
CONN	Connection
CONST	Construct, Construction
COORD	Coordinate
CSP	Corrugated steel pipe
CTB	Cement treated base
CV	Check valve
CY	Cubic yard
D	Load of pipe
dB	Decibels
DBE	Disadvantaged Business Enterprise
DBL	Double
DF	Douglas fir
DIA	Diameter
DIP	Ductile iron pipe
DL	Dead load
DMBB	Double metal beam barrier
DT	Drain Tile
DWG	Drawing
DWPPS	Los Angeles Department of Water & Power, Power System
DWPWS	Los Angeles Department of Water & Power, Water System
DWY	Driveway
DWY APR	Driveway approach
EA	Each
EB	End of bridge
EC	End of curve
ECR	End of curb return
EF	Each face
EG	Edge of gutter
EGL	Energy grade line
EI	Elevation
ELC	Electrolier lighting conduit
ELT	Extra long ton
ENGR	Engineer, Engineering
EP	Edge of pavement
ESMT	Easement
ETB	Emulsion-treated base
EVC	End of vertical curb
EXC	Excavation
EXP JT	Expansion joint
EXST	Existing
F	Fahrenheit
F&C	Frame and cover
F&I	Furnish and install
FAB	Fabricate
FAS	Flashing arrow sign
FD	Floor drain
FDN	Foundation
FED SPEC	Federal Specification
FG	Finished grade
FH	Fire hydrant
FL	Flow line

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FS	Finished surface
FTA	Fully traffic actuated
FT-LB	Foot-pound
FTG	Footing
FW	Face of wall
GA	Gauge
GALV	Galvanized
GC	Grade change
GIP	Galvanized iron pipe
GL	Ground line or grade line
GSD/CFD	The Department of General Services, Construction Forces Division
GM	Gas meter
GP	Guy pole
GR	Grade
GRTG	Grating
GSP	Galvanized steel pipe
GTE	General Telephone Company
H	High or height
HB	Hose bib
HC	House connection
HDWL	Headwall
HGL	Hydraulic grade line
HORIZ	Horizontal
HP	Horsepower
HPG	High pressure gas
HPS	High pressure sodium (Light)
HS	High strength
HYDR	Hydraulic
ID	Inside diameter
INCL	Including
INSP	Inspection
INV	Invert
IP	Iron pipe
IPW	Inspector of Public Works
JC	Junction chamber
JCT	Junction
JS	Junction structure
JT	Joint
L	Length
LAB	Laboratory
LADGS	Los Angeles Department of General Services
LADOT	Los Angeles Department of Transportation
LACDPW	Los Angeles County Department of Public Works
LAT	Lateral
LB	Pound
LD	Local depression
LF	Linear foot
LH	Lamp hole
LL	Live load
LOL	Layout line
LONG	Longitudinal
LP	Lamp post
LPS	Low pressure sodium (Light)
LS	Lump sum
LTS	Lime treated soil
MA	Mast Arm
MAINT	Maintenance
MAX	Maximum

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MB	Metal beam
MBB	Metal beam barrier
MBGR	Metal beam guard railing
MBE	Minority Business Enterprise
MCR	Middle of curb return
MEAS	Measure
MED	Median
MH	Manhole, maintenance hole
MIL SPEC	Military Specification
MISC	Miscellaneous
MOD	Modified, modify
MON	Monument
MSM	Mandatory subcontracting minimum
MTA	Metropolitan Transportation Authority (of LA County)
MTH	Month
MTL	Material
MULT	Multiple
MVL	Mercury vapor light
MWD	Metropolitan Water district
NRCP	Non-reinforced concrete pipe
OBE	Other Business Enterprise
OBS	Obsolete
OC	On center
OD	Outside diameter
OE	Outer edge
OH	Overhead
OPP	Opposite
ORIG	Original
PACBELL	Pacific Bell (Pacific Telesis Group)
PB	Pull box
PC	Point of curvature
PCC	Portland cement concrete or Point of compound curvature
PCVC	Point of compound vertical curve
PE	Polyethylene
PI	Point of intersection
PL	Property line
PMB	Processed miscellaneous base
POC	Point on curve
POT	Point on tangent
PP	Power pole
PRC	Point of revere curve
PRVC	Point of reverse vertical curve
PSI	Pounds per square inch
PT	Point of tangency
PVC	Polyvinyl chloride
PVMT	Pavement
PVT R/W	Private right-of-way
Q	Rate of flow in cubic feet per second
QUAD	Quadrangle, Quadrant
R	Radius
R&O	Rock and oil
R/W	Right-of-way
RA	Recycling agent
RAC	Recycled asphalt concrete
RAP	Reclaimed asphalt pavement
RBAC	Rubberized asphalt concrete
RC	Reinforced concrete
RCB	Reinforced concrete box

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

RCC	Rail Construction Corporation
RCE	Registered civil engineer
RCP	Reinforced concrete pipe
RCV	Remote control valve
REF	Reference
REINF	Reinforced or reinforcement
RES	Reservoir
RGE	Registered geotechnical engineer
RR	Railroad
RSE	Registered structural engineer
RTE	Registered traffic engineer
S	Slope
SCCP	Steel cylinder concrete pipe
SCG	Southern California Gas Company
SCHED	Schedule
SCRRA	Southern California Regional Rail Authority
SD	Storm drain
SDR	Standard thermoplastic pipe dimension ratio (ratio of pipe O.D. to minimum wall thickness)
SEC	Section
SF	Square foot
SI	International System of Units (Metric)
SOCB	Side opening catch basin
SPEC	Specifications
SPPWC	Standard Plans for Public Works Construction
SR	Standard ratio
SRJ	Steel ring joint (for RCP)
SS	Sanitary sewer
SSB	Select sub-base
SSPWC	Standard Specifications for Public Works Construction
ST HWY	State highway
STA	Station
STD	Standard
STR	Straight
STR GR	Straight grade
STRUC	Structural/Structure
SW	Sidewalk
SWD	Sidewalk drain
SY	Square yard
TAN	Tangent
TC	Top of curb
TCP	Traffic control plan
TEL	Telephone
TF or T/F	Top of footing
TH	Test hole
TOPO	Topography
TR	Tract
TRANS	Transition
TS	Traffic signal or transition structure
TSC	Traffic signal conduit
TSS	Traffic signal standard
TW	Top of wall
TYP	Typical
USA	Underground Service Alert
VAR	Varies, Variable
VB	Valve box
VC	vertical curve
VCP	Vitrified clay pipe

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

VERT	Vertical
VOL	Volume
VT	Variable thickness
W	Wider or width
WATCH	Work Area Traffic Control Handbook
WBE	Women Business Enterprise
WI	Wrought iron
WM	Water meter
WPJ	Weakened plane joint
WUT	Western Union Telegraph
XCONN	Cross connection
XSEC	Cross section

B. Institutions: Wherever the following abbreviations are used they shall have the meanings indicated:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACRI	Air Conditioning and Refrigeration Institute
ADA	Americans with Disabilities Act
AGA	American Gas Association
AGMA	American Gear Manufacturers' Association
AI	Asphalt Institute
AISC	American Institute of Steel Construction
AISI	American Iron & Steel Institute
AITC	American Institute of Timber Construction
AAMA	American Architectural Manufacturer's Association
AMCA	Air Movement and Control Association
ANSI	American National Standards Institute
APA	American Plywood Association
API	American Petroleum Institute
AQMD	Air Quality Management District
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASQC	American Society for Quality Control
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Building Hardware Manufacturer's Association
CAC	California Administrative Code
CAL/ABL	State of California/Architectural Barriers Laws
CAL/OSHA	State of California/Occupational Safety and Health Administration
CALTRANS	California Department of Transportation
CBM	Certified Ballast Manufacturers
CITY	City of Los Angeles
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
EIA/TIA	Electronic Industries Association
EPA	Environmental Protection Agency
ETL	Department of Building & Safety Electrical Test Laboratory
FCI	Fluid Control Institute, Inc.
FIA	Factory Insurance Association
FM	Factory Mutual Association
FS	Federal Specifications
GA	Gypsum Association
GRI	Geosynthetic Research Institute

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ICBO	International Conference of Building Officials
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronics Engineers
ISA	Instrument Society of America
LA	City of Los Angeles
LABC	City of Los Angeles Building Code
LAMC	City of Los Angeles Municipal Code
NAAMM	National Architectural Association of Metal Manufacturers
NEC	National Electrical Code
NECA	National Electrical Contractors Association
NEMA	National Electrical Manufacturers Association
NFC	National Fire Code
NFPA	National Fire Protection Association
NWMA	National Wood Manufacturer's Association
NWWDA	National Wood Window and Door Association
NOAA	National Oceanic and Atmospheric Administration (Dept. of Commerce)
OSA	Office of the State Architect
OSHA	Occupational Safety and Health Administration (Dept. of Labor)
PCA	Portland Cement Association
RA	Rule of General Application – Department & Safety
RCSC	Research Council on Structural Connections of the Engineering Foundation
SAMA	Scientific Apparatus Manufacturer's Association
SDI	Steel Deck Institute
SMACNA	Sheet Metal and Air Conditioning Contractor's National Association
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
SWRCB	State Water Resources Control Board
UBC	Uniform Building Code, International Conference of Building Officials
UL	Underwriters Laboratories, Inc.
USGS	United States Geological Survey
WATCH	Work Area Traffic Control Handbook
WCLIB	West Coast Lumber Inspection Bureau
WCRSI	Western Concrete Reinforcing Steel Institute
WIC	Woodwork Institute of California
WRI	Wire Reinforcement Institute
WWPA	Western Wood Products Association

C. REFERENCE STANDARDS

Applicable Publications: Whenever in these Specifications / Project Manual references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the Work is advertised for bids shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of, or omission from, said standards or requirements.

Specialists' Assignments: In certain instances, specification text requires (or implies) that specific work is to be assigned to specialists or expert entities, who must be engaged for the performance of that work. Such assignments shall be recognized as special requirements over which the CONTRACTOR has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the Work; also they are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of work is recognized as "expert" for the indicated construction processes or operations.

Nevertheless, the final responsibility for fulfillment of the entire set of contract requirements remains with the CONTRACTOR.

Codes And Safety Standards: Without limiting the generality of other requirements of the Specifications, all work specified herein shall conform to or exceed the applicable requirements of the following Codes and Safety Standards.

1.) Applicable Codes:

- City of Los Angeles Building Code
- City of Los Angeles Mechanical Code
- City of Los Angeles Plumbing Code
- City of Los Angeles Fire Code
- City of Los Angeles Electrical Code

References herein to "Building Code" shall mean City of Los Angeles Building Code. Similarly references to "Mechanical Code," "Plumbing Code," "Fire Code," and "Electric Code" shall mean City of Los Angeles Mechanical Code, City of Los Angeles Plumbing Code, City of Los Angeles Fire Code, and City of Los Angeles Electric Code respectively.

2.) Applicable Safety Standards:

- OSHA Regulations for Construction
- OSHA Standard
- Cal-OSHA

References herein to "OSHA Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

References herein to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

References herein to "Cal-OSHA" shall mean State of California, Department of Industrial Relations, as amended to date, and all changes and amendments there to which are effective as of the date of construction.

The latest edition of the codes as approved and adopted for use by the CITY as of the date of award shall apply to the Work herein, including all addenda, modifications, amendments, or other lawful changes thereto.

Standard Specifications: References in the Contract Documents to "Standard Specifications" shall mean the Standard Specifications for Public Works Construction, including all current supplements, addenda, and revisions thereof.

Standard Plans: References herein to "Standard Plans" shall mean the Standard Plans issued by the City of Los Angeles, which drawings are hereby incorporated in and made a part of these Contract Documents, and copies of which are available for a fee.

Conflict Between Codes, Safety Standards, Reference Standards, Drawings And Other Contract Documents: In case of conflict between codes, reference standards, drawings and other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the ENGINEER, GSD, Construction Forces Division's Authorized Representative for clarification and directions prior to ordering or providing any materials or labor. The CONTRACTOR shall bid for the most stringent requirements.

(END OF SECTION)

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SECTION 01114
ISSUANCE OF DRAWINGS AND THE PROJECT MANUAL

ISSUANCE OF PLANS AND SPECIFICATIONS

A. Unless otherwise provided in the Contract Documents, GSD, Construction Forces Division will furnish to the CONTRACTOR **3** sets each of the Drawings, Project Manual and, where applicable, Geotechnical Design Summary Report (GDSR) without charge. Additional sets desired by the CONTRACTOR or Subcontractors will be furnished upon request, but at the CONTRACTOR'S expense.

B. Drawings, Specifications, Special Provisions, and copies thereof are the property of the CITY. They are not to be used on other work. Necessary bid documents will be available to prospective bidders. Bidders will be issued plans and specifications for a fee. This fee is stated in the "Notice Inviting Bids" of the Contract Documents.

C. Standard Plans for the CITY, which are noted on the drawings, are available for a fee. Also see the City of Los Angeles, Bureau of Engineering Web pages for Standard Plans at www.cityofla.org/boe/index.

1. DIVISIONS OF SPECIFICATIONS

A. The specifications are arranged into the Construction Specifications Institute (CSI) sixteen (16) Division format with an additional Division 17 for Instrumentation and Controls (if applicable).

1.) The organization of the Specifications into divisions, sections, parts, and paragraphs shall not control or limit the CONTRACTOR in dividing the Work among Subcontractors of any tier. The CONTRACTOR shall be solely responsible for all subcontract arrangements of Work regardless of the organization of the specifications.
2.) Titles of Specification sections and paragraphs are for convenience of reference only, and do not form a part of the Specifications.

2. THE CONTRACTOR'S RESPONSIBITLITY

A. In addition to the responsibilities specified in other Articles of these Requirements, and the General Conditions, the CONTRACTOR shall be responsible for the security of all its construction equipment, materials, tools, facilities, and vehicles (personal, private, or contractual) while performing the Work of this Contract. This requirement shall be effective twenty-four (24) hours per day for the duration of the Contract. CONTRACTOR shall familiarize themselves with the location of the job site and scan the premises by means necessary to protect the property, including but not limited to, provision of fencing, guards, security system or other means as necessary.

(END OF SECTION)

SECTION 01120
INTERFACE / COORDINATION REQUIREMENTS

1. INTERFACE/COORDINATION REQUIREMENTS

A. Vehicular and Pedestrian traffic adjacent to the laydown area and/or within the jobsite must be maintained. If an existing street in the CONTRACTOR'S Work area is to be demolished or obstructed, the CONTRACTOR shall be responsible for providing access through or around the

effected area, including signs, barricades, and lights, as approved by the ENGINEER and any local agencies having jurisdiction over any public access areas. The CONTRACTOR shall follow WATCH standards and City of Los Angeles Department of Transportation Worksite Traffic Control Plans for all traffic, including a minimum traffic lane of ten (10) feet for vehicles and four (4) feet for pedestrians.

B. The CONTRACTOR shall not park any vehicles, including concrete, hauling and delivery trucks, in any street at any time unless approved by the ENGINEER. Access must be maintained at all times for emergencies, sampling, equipment operations, maintenance, and like items.

C. Before altering any vehicular or pedestrian access, the CONTRACTOR shall notify GSD/CFD thirty (30) calendar days in advance on forms provided by GSD/CFD. The CONTRACTOR shall then request the alteration on forms provided by GSD/CFD. Requests shall include reasons for the alteration, times, boundary limits, special safety measures, proposed traffic rerouting with widths of such route, and a map detailing the above. Such requests shall be submitted to GSD/CFD not less than fifteen (15) calendar days before the requested date of the access alteration. If any of the information changes, an additional fifteen (15) calendar days may be required after the changes are brought to the attention of GSD/CFD. Approval when granted will always be conditional. Final approval of the request, including date and time, will be given three (3) calendar days in advance. The CITY retains the right to ticket and impound vehicles blocking traffic.

D. At no time shall security of the site be compromised. If for any reason the CONTRACTOR finds it necessary to breach any existing perimeter fences or walls, permission of the ENGINEER and GSD, Construction Forces Division's Authorized Representative shall first be obtained. The CONTRACTOR shall then request the alteration on forms provided by the GSD, Construction Forces Division's Authorized Representative. Requests shall include reasons for the alteration, times, boundary limits, special safety measures, proposed traffic rerouting with widths of such route, and a map detailing the above. The request shall also set forth details of repair of the wall or fences and shall establish a timetable for completion of the repairs. The repaired wall or fence shall be the same height as, and of comparable quality and appearance to the previously existing construction. Such requests shall be submitted to the GSD, Construction Forces Division's Authorized Representative not less than fifteen (15) calendar days before the requested date of the access alteration. If any of the information changes, an additional fifteen (15) calendar days may be required after the changes are brought to the attention of the GSD, Construction Forces Division's Authorized Representative. Approval when granted will always be conditional. Final approval of the request, including date and time, will be given three (3) calendar days in advance. The CONTRACTOR shall provide interim security over the duration of the breach.

2. PROGRESS PHOTOGRAPHS

When progress photographs are specifically necessary by GSD/CFD, the following requirements may apply.

A. As directed by GSD/CFD, take a minimum of 4 views of each Project worksite location, at 10-day intervals during the entire period of Contract Work. Take the first photographs before start of construction operations at the jobsite. Take the final photographs when all Contract Work has been completed and accepted by the CITY regardless of time intervals since previous photographs were taken. View locations shall be as directed by GSD/CFD.

B. Provide 4, 8-inch by 10-inch prints of each photograph on double weight glossy paper with each monthly progress report. Clearly label each print with the name of the job, view location, date of exposure and CONTRACTOR's name. Photographs and prints shall be of professional quality.

C. Submittal of progress photographs shall be a condition precedent to the making of the monthly payments.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

3. COMMUNITY RELATIONS
When community relations are specifically necessary by GSD/CFD, the following requirements may apply.

A. The contractor shall cooperate with the City in conducting a public relations program for the project. The program will provide information to address concerns and complaints and to promote a positive project image. Contractor cooperation shall include the following:
   1.) The Contractor shall attend public meetings, when requested by GSD/CFD.
   2.) Provide safe access for on-site community meetings and tours, on average twice per month per work site. Tours will be conducted by GSD/CFD and will be coordinated with the Contractor to limit interference with the work.
   3.) Do not provide any information directly to the public or news without approval of GSD/CFD.

(END OF SECTION)

SECTION 01150
STORAGE OF MATERIALS AND EQUIPMENT

1. STORAGE OF MATERIALS AND EQUIPMENT

A. Store and protect materials and equipment in accordance with the manufacturer's instructions, with seals and labels intact and legible. Exercise measures necessary to ensure preservation of the quality, quantity, and fitness of the materials or equipment. Absorb any and all cost incurred to store, protect, and maintain the materials and equipment without modification to the Contract Amount.

B. Do not store construction materials in streets, roads, or highways for more than 5 days after unloading. Materials or equipment not installed or used in construction within 5 days after unloading shall be stored elsewhere by the Contractor at its expense unless authorized additional storage time.

C. Do not store construction equipment at the worksite before its actual use on the Work, nor after use for more than 5 days after it is no longer needed.

D. Excavated material, except that which is to be used as backfill in the adjacent trench within three days shall not be stored in public streets unless otherwise permitted. Remove excess material after placing backfill from the site immediately.

(END OF SECTION)

SECTION 01251
CHANGE ORDER REQUESTS

1. CHANGE ORDER REQUESTS

A. All quotations for preliminary change orders for extras, changes, additions, or deletions to the Work as described in PAYMENT FOR CHANGES AND EXTRA WORK of the GENERAL CONDITIONS shall be submitted to the GSD/CFD Authorized Representative, in writing, on the Change Order Cost Quotation Form provided by the GSD/CFD Authorized Representative, and in conformance with the requirements of PAYMENT FOR CHANGES AND EXTRA WORK of the GENERAL REQUIREMENTS. The quotation shall be firm for a period of not less than sixty (60) calendar days from the date of receipt of the quotation by the GSD/CFD Authorized Representative. Submit its written cost quotation and Time Impact Analysis not later than two (2)

weeks set forth herein, which cause a delay in the issuance of a Change Order or delay to the completion date of the Project, shall not be cause for a claim or a time extension under the Contract.

B. The GSD/CFD Authorized Representative's request for quotation on a preliminary change shall not be considered authorization to proceed with the changed work prior to the issuance of a final Lump Sum or Time & Material Change Order, unless directed otherwise, in writing, by the GSD/CFD Authorized Representative, nor shall such request constitute justification for a delay to the existing Work or a time extension under the Contract.

(END OF SECTION)

SECTION 01254
CHANGE ORDERS

1. PAYMENT FOR CHANGES AND EXTRA WORK

Payment to the Contractor, or credit to the City, for any change, addition, deletion or extra to the Work, or settlement of any Claim, covered by any Change Order, shall be determined by the methods set forth herein. The Engineer may change the Plans and Specifications, character of the Work, or quantity of Work provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed twenty-five percent (25%) of the Contract Price. Should it become necessary to exceed this limitation, the change shall be by written Supplemental Agreement between the Contractor and the City, which shall be executed by a Change Order.

Unless otherwise stipulated, "Unit Prices" and "Stipulated Prices" include all costs necessary to furnish, install and complete the Work. The "Unit Prices" and "Stipulated Prices" include all direct costs for labor, equipment and materials, all insurance and bond costs, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefore. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include, but is not limited to, office equipment and supplies, temporary toilets, telephone, utilities, safety equipment, warning devices, personal protective equipment, and conformance to OSHA requirements. Project administration includes, but is not limited to, review and coordination, estimating, engineering, scheduling, and expediting relative to Change Orders, and updating and furnishing Record Drawings to incorporate changes, schedule update, supervision not applied solely to the Work of the Change Order, home office salaries and expenses, and City of Los Angeles Business Tax.

A. Unit Prices

Unit prices stipulated in the Bid or itemized in an approved Schedule of Values shall be utilized, where they are applicable and determined reasonable by the CITY. In the event that the Change Order results in a change in the original quantity of more than twenty-five percent (25%), either increase or decrease, then either the CITY or the Contractor may request a review of the unit price to determine if a new unit price shall be mutually determined by negotiation. Any new unit price mutually determined under this Subsection shall only apply to the units in excess of one hundred twenty five percent (125%) of the original quantity for overruns. In case of underruns, the unit price stipulated in the Bid shall be applied to the first twenty-five percent (25%) of the actual quantity of work performed and the new mutually determined price shall be applied to the quantity between twenty-five percent (25%) and seventy-five percent (75%) of the original quantity.

Renegotiated unit prices or unit prices for new items added to the Contract by Change Order shall be determined in accordance with Subsections B through G. Whether stipulated in the Bid, itemized in an approved Schedule of Values or renegotiated, the unit prices used for payment constitute the total adjustment with no further costs owed for overhead, impact, profit, delay or impact to unchanged portions of the Contract, or any other reason. The unit price shall be full and final compensation as described in Subsection D.

The cost proposals for renegotiated unit prices shall be presented in accordance with the provisions of Subsections B through G. Should any Bid Item be deleted in its entirety, the amount bid for that bid item shall be subtracted from the total Contract amount. The Contractor shall be paid only for the actual cost incurred prior to the notification of such deletion for that Bid Item.

B. Lump Sum

The CITY and the Contractor may mutually determine a total sum for the Changed/ Extra Work. The Contractor shall summarize the total cost and furnish a breakdown of the proposed lump sum costs satisfactory to the CITY in accordance with Subsections B through G. Such lump sum costs shall be full and final compensation as described in Subsection D. A sample Cost Summary sheet is attached for convenience. The attached Cost Summary sheet(s) cannot be used to nullify or supercede any specification or contractual provision.

If the method or amount of payment cannot be agreed prior to performing the Changed/ Extra Work, the CITY may unilaterally issue a Change Order in the amount determined reasonable by the CITY for the Changed/ Extra Work and direct the Contractor to proceed immediately. The CITY also has the option to issue a Change Order directing the Work be done on a Time and Materials basis with the Contractor providing all labor, equipment, and materials necessary to complete the Work in a satisfactory manner and within a reasonable period of time. Estimates for lump sum quotations and accounting for Time and Materials work shall be limited to direct expenditures necessitated specifically by the subject Changed/ Extra Work, and shall be segregated as follows:

1. Labor, up to and including working general foremen, who are directly assigned to the Changed/ Extra Work. Employees identified as superintendents or are non-working general foremen shall not be charged as labor on Changed/ Extra Work. The labor costs shall include actual documented payroll costs including wages, payroll taxes as established by law (i.e., FICA, Federal and State Unemployment Taxes), fringe benefits as established by negotiated labor agreements, and any insurance costs (such as Worker's Compensation and General Liability Insurance but shall not include Automobile Liability Insurance or any other insurance costs). A detailed breakdown of those subcomponents of labor costs, by all crafts shall

be submitted to the CITY, by the Contractor and all Subcontractors, for approval, as part of the documentation of labor costs, within ten (10) working days after issuance of the Notice to Proceed. No other subcomponents of labor costs shall be considered, unless approved in writing by the CITY.

The labor cost is not allowed to be increased by using labor classifications with paygrades higher than necessary to accomplish the Work.

2. Materials: The cost of materials used in performing the Changed/ Extra Work will be the cost, including sales tax and freight, to the purchaser, whether Contractor, Subcontractor or other forces, from the supplier thereof, except as follows:

   a. Cash or trade discounts available to the purchaser shall be credited to the City notwithstanding the fact that such discounts may not have been taken by the Contractor.

   b. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the CITY. Supplier markup, except for actual costs incurred in the handling of such materials, will not be allowed.

   c. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on contract items or the current wholesale price for such materials delivered to the Jobsite, whichever price is lower.

   d. If, in the opinion of the CITY, the cost of materials is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned, delivered to the Jobsite less cash or trade discount. The City reserves the right to furnish materials for the Work and no claim shall be made by the Contractor for costs and profit on such materials.

   e. For the purposes of this Section, a "Supplier" is defined as any person or persons, firm or business, who supplies materials of construction and/or permanent equipment, but who does not perform any portion of the Work of the Contract on site, for the Contractor, except that labor or labor supervision which may be required by some manufacturers as part of their equipment installation for warranty or other purposes.

3. Equipment Costs, including ownership, lease or rental costs, as well as operating costs, for individual equipment units whose replacement value is in excess of $500. Transportation and set up costs shall be included, but only if the equipment is imported to the worksite solely to perform work on the Changed/ Extra Work described in the Change Order and the Contractor can demonstrate that the changed work cannot or could not be performed economically with equipment already at the site. Equipment costs shall be determined in accordance with the requirements set forth in Subsection G.

4. Small tools, equipment, consumables and incidental costs: No separate payment will be made for the use of small tools or equipment with a replacement value of $500 or less. This applies to tools and equipment owned by the Contractor or its subcontractors of any tier. Also, no separate payment will be made for fuel, lubricants, tool or equipment repairs, tool or equipment maintenance, consumables, drinking water, sanitary facilities or other incidentals. These costs are already included as a part of Markup.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

5. Subcontractor Costs, including their overhead and profit, provided that such costs are direct costs to the Contractor for performing the Changed/ Extra Work as set forth in Subsections B through G.

C. Time and Materials Work

The costs of all Changed/Extra Work submitted under the Time and Materials (T&M) method shall be formulated in accordance with the provisions of Subsections B through I. A sample Cost Summary sheet is attached for convenience. The attached Cost Summary sheet(s) cannot be used to nullify or supercede any specification or contractual provision.

Unless otherwise stipulated on the Change Order, the "Not-to-Exceed" amount for all T&M Change Orders is $25,000. The Contractor is responsible for tracking costs and for notifying GSD/CFD in writing when costs approach 50% and 75% of the "Not-to-Exceed" amount. In addition, if the Changed/Extra Work cannot be completed within the "Not-to-Exceed" limit, the Contractor shall notify GSD/CFD in writing, and in a timely manner, that the limit requires an increase. The City will only reimburse eligible costs up to the "Not-to-Exceed" amount.

The Contractor shall notify GSD/CFD's Authorized Representative at the beginning of each day when Changed/Extra Work is being performed. The Contractor shall notify the GSD/CFD's Authorized Representative of the Changed/Extra Work being performed and describe the personnel involved, whether by Contractor forces or by its subcontractors at any tier. Failure to notify the GSD, Construction Forces Division's Authorized Representative prior to the start of Changed/Extra Work serves as the Contractor's waiver to claim for compensation on that day.

For each working day, the Contractor shall submit a "Daily Report of Time and Material Work" to the Inspector. The GSD, Construction Forces Division's Authorized Representative will only consider Forms that are properly completed as described below.

1. Separate forms must be used for labor and for equipment/materials.

2. Labor, equipment, material or expenditures that are not included on "Daily Report of Time and Material Work" form are ineligible for payment. There will be no exceptions to this requirement. It is the responsibility of the Contractor to include any and all items of labor, equipment, or material for which it requests compensation for each day's work completed.

3. Information required on the Labor form shall include name of personnel, personnel classification, and only the number of hours worked on Changed/Extra work for the day being reported. Since the overhead allowance already includes all necessary supervision, any hours for additional supervision or non-working foremen are ineligible for additional payment. The premium pay for a general foreman is eligible for payment only if the general foreman is a working foreman and a general foreman was required by a Union Labor Agreement or otherwise approved by the Inspector. The general foreman rate is eligible for payment only during the time that a general foreman was required for the Changed/Extra Work.

4. Information required on the Equipment/Material form shall include Contractor-owned equipment and/or tools, and rented equipment or tools for which compensation is requested. Information shall include the type of equipment, size of equipment, equipment identification number, appurtenances, and only the number of hours worked on the Changed/Extra work.

5. The only allowable materials are materials delivered to the job site and/or incorporated only into the Changed/Extra work. The allowable materials shall be

listed on the T&M sheet for the day that they are delivered to the job site and/or incorporated into the Changed/Extra work.

6. Delivery ticket(s) and/or bill(s) of lading for rental equipment and/or tools delivered to the site and/or material incorporated into the work for the day being reported must be attached with the T&M sheet for that day. No payment will be allowed for materials and/or rented equipment unless receipt(s) or bill(s) of lading is attached. If the request for payment is not substantiated by original vendor/supplier invoices, acceptable copies of original invoices, or other documentation acceptable to the GSD/CFD Authorized Representative, the City may establish the cost of the item(s) at the lowest possible wholesale price or rental rate applicable while the work was being performed.

7. Failure to submit the required "Daily Report of Time and Material Work" by the close of the next working day shall waive all rights for that day unless otherwise approved by the GSD/CFD Authorized Representative. Work that cannot be substantiated by a "Daily Report", approved and signed by the GSD/CFD Authorized Representative, is ineligible for payment.

8. The Contractor is responsible for preparing the "Daily Report" for work by its Subcontractors and submitting the Forms to the GSD/CFD Authorized Representative on time.

9. The Contractor must have each "Daily Report" verified by the GSD/CFD Authorized Representative. After the "Daily Report" is approved by the GSD/CFD Authorized Representative, both the Contractor and Inspector sign the report. The original "Daily Report" is retained by the GSD/CFD Authorized Representative with a copy provided to the Contractor.

10. When the "Daily Report" is signed by the GSD/CFD Authorized Representative and the Contractor, it is binding on the Contractor and its Subcontractors.

11. When agreed to by the GSD/CFD Authorized Representative, the Contractor may submit a Supplemental "Daily Report" for labor, materials, or equipment for which the Contractor requests compensation but failed to list on the original daily report.

    a. These supplemental forms shall be marked "SUPPLEMENTAL".

    b. Unless otherwise approved by the GSD/CFD Authorized Representative, the supplemental forms may only be submitted for approval up to two (2) working days following the date when the work was performed .

D. General

It is the intent of the City to settle all Change Orders full and final at the time the Change Order is issued. Therefore, the following paragraph will be incorporated, in writing, on all Change Orders:

"The compensation (time and cost) set forth in a Change Order comprises the total compensation due the Contractor, all Subcontractors, and all Suppliers, for the Work or change defined in the Change Order, including impact on unchanged work. By signing the Change Order, the Contractor acknowledges and agrees on behalf of himself, all Subcontractors, and all Suppliers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended field overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and

satisfaction for the change, and that the time and/or cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all Suppliers as a result of the change. The Contractor, on behalf of himself, all subcontractors, and all Suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any type for any reasonably foreseeable cause shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the Work under this Contract."

Costs which shall not be paid in Change Orders under this Contract include, but are not limited to, interest costs of any type; claim preparation or filing costs; legal expenses; the costs of preparing or reviewing proposed Change Orders or Change Order proposals; lost revenue; lost profits; lost income or earnings; rescheduling costs; costs of idled equipment when such equipment is not at the site or has not yet been employed on the Work; lost earnings or interest on unpaid retainage; claims consulting costs; and the costs of corporate officer or staff visiting the site; any compensation due to the fluctuation of foreign currency conversion or exchange rates; loss of other business; changes in taxes or increased tax rates of any kind or any costs identified as unallowable under the provisions of the Federal Acquisition Regulations.

Extensions of time shall be based solely upon the effect of delays to the Work as a whole. Extensions of time shall not be granted for delays to the Work, unless the Contractor can clearly demonstrate, through analysis of the current updated schedule, that the delay to the Work as a whole arose or will arise from causes other than normal weather, beyond the control and without fault or negligence of the Contractor, or any Subcontractor, at any tier, and that such delays did or will, in fact, delay the progress of the Work as a whole.

The cost summary, cost breakdowns and requests for cost reimbursement submitted by the Contractor (for delay, disruption, hindrance and interference associated with the changes, additions, deletions or extras) shall be itemized in a manner that, with mathematical certainty and without reliance upon probabilities or inferences, segregates the direct, actual reimbursable costs associated with each individual, change, addition, deletion, extra and (on an event-by-event basis) each individual delay or disruption event. Such cost summaries, breakdowns or requests shall not be based, in whole or in part, upon any methodology (such as "total cost" or "modified total cost" methodologies) that purports to calculate the Contractor's additional costs of performance of the extra, change, addition or deletion (including without limitation the additional costs of delay, disruption or other impact) based on the difference between Contractor's total actual Project or line item costs (with or without fee) and its original bid estimate for the Project or any original bid estimate line item. In connection with the foregoing, Contractor represents and warrants that it has the ability to generate and maintain complete and accurate cost accounting records that will reflect (i) the actual costs incurred or saved for each individual item of Extra Work, change, addition, deletion (including without limitation any costs of associated delay, disruption, interference, hindrance and the cumulative impact of each extra, change, addition, deletion on other parts of the Work); and, (ii) on an event-by-event basis, the effect of each delay or disruption that forms the basis of each request for extension of time, regardless of their scope, number, complexity, cumulative effect, or time of issuance or occurrence.

Except as provided in "Compensation For Delay, Disruption, Unanticipated Overhead" of the General Conditions, Contractor shall have no right to recovery of any compensation, costs, expenses or damages resulting from delay, disruption, interference, or hindrance in the performance of the Work (including without limitation interruption of schedules, excess or extraordinary extended field and indirect overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work).

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

Contractor waives any claim or rights and remedies based on abandonment, quantum merit, rescission or other similar legal theory by reason of any of the following circumstances, which the Contractor acknowledges and agrees are within the reasonable contemplation of the parties: (i) changes, additions, deletions and extras to the Work after execution of the Contract and issued from time to time throughout the period of construction, regardless of their scope, number, cumulative value, or complexity, to correct errors, omissions, conflicts, and ambiguities in the Contract Documents, or to implement discretionary changes to the scope of Work requested by the City; (ii) the issuance and performance of changes, additions, deletions and extras in a manner that is not in sequence with the as-built or as-planned progress of the Work; (iii) changes due to Differing Site Conditions; (iv) suspensions of the Work or parts thereof, or limitations on access to portions or all of the Work, for the convenience of City or in the interests of the Project; (v) delay or disruption to the Work due to failure of the City, Engineer or Inspector to timely perform any contractual obligation.

E. Markups – Overhead and Profit

In addition to the direct expenditures specified for labor, materials and equipment in Subsection B, a lump sum will be paid for all overhead and profit, including: All insurance costs other than specifically mentioned in this Section, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefore. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include, but is not limited to, office equipment and supplies, temporary toilets, telephone, utilities, safety equipment, warning devices, personal protective equipment, and conformance to OSHA requirements. Project administration includes, but are not limited to, review and coordination, estimating, engineering, scheduling, and expediting relative to Change Orders, and updating and furnishing Record Drawings to incorporate changes, schedule update, supervision not applied solely to the Work of the Change Order, home office salaries and expenses, Insurances, Bond, and City of Los Angeles Business Tax.

F. City Furnished Materials, Equipment and Services

The CITY reserves the right to furnish materials, equipment and services deems expedient for use on the Changed/Extra Work. The Contractor shall have no claim for profit or overhead on the cost of such materials, equipment and services.

G. Equipment Costs

The rates for rental or leased equipment shall not exceed the rates listed in the Rental Rate Blue Book (the Blue Book) published by Primedia Information, Inc., San Jose, California, as adjusted to the regional area of the Work under this Contract. For T&M Change Orders, the rates are established by the actual paid invoice(s) that comply with the requirements of Subsections G.1 and G.3. Owned equipment costs shall not exceed the rates listed in the Cost Reference Guide (the CRG) for Construction Equipment, published by Primedia Information, Inc., San Jose, California. The most recent published edition in effect at the commencement of actual equipment use shall be used.

The rates paid for any rented or leased equipment or tools shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidental costs associated with the operation of the equipment or tools.

It is the responsibility of the Contractor to include any appurtenances added to equipment which would increase the basic rate for said equipment (i.e., hoe-ram, oversize bucket, etcetera) as established in the acceptable rental rate guide. All equipment and/ or tools shall be acceptable to the Inspector, in good working condition, suitable for the purpose

for which it is to be used, and necessary to complete the Changed/Extra Work. Payment will be based on the manner in which the equipment was actually powered, operated and modified per the equipment manufacturer's recommendations.

H. Records

At any time should the Contractor deviate substantially from the schedule, method and sequence of operation, equipment, cost or pricing data furnished by the Contractor and agreed to by the City in connection with the Change Order or should the City determine that any price negotiated in connection with the Change Order is defective due to such deviation or the fault of the Contractor, the City reserves the right to reduce the Change Order cost and reissue the Change Order at the amount in which the City determines to be the actual costs to complete the change.

Whenever any material or process is indicated or specified by patent or a proprietary name, or by name of a manufacturer in the Change Order, such direction shall not relieve the Contractor's responsibility or obligation to perform work in accordance with the contract requirements. The Contractor shall be responsible for, and control over construction means, methods, techniques, sequences and procedures, coordination of all portions of the contract and Change Order work.

(END OF SECTION)

SECTION 01255
PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

1. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

A. If the CITY determines that any price, including profit or fee, negotiated in connection with any Change Order under this Contract, or any cost reimbursable under this Contract, was increased because:

1.) The CONTRACTOR furnished cost or pricing data which was not accurate, complete, and current as certified in the CONTRACTOR'S Certificate of Current Cost or Pricing Data;

2.) A Subcontractor or prospective Subcontractor furnished cost or pricing data was submitted in support of a subcontract cost estimate furnished by the CONTRACTOR but which was not accurate, complete, and/or current as of the date certified in the CONTRACTOR'S Certificate of Current Cost or Pricing Data; or,

3.) The CONTRACTOR or a Subcontractor or prospective Subcontractor, at any tier, furnished any data not within subsection 1.1A(1) or 1.1A(2),above, which was not accurate as submitted;

The price shall be reduced accordingly, and the Contract shall be modified in writing as may be necessary to reflect such reduction. However, any reduction in the Contract price due to defective subcontract data of a perspective Subcontractor, when the subcontract was not subsequently awarded to such Subcontractor, will be limited to the amount (plus applicable overhead and profit allowances) by which the actual subcontract or actual cost to the CONTRACTOR if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the CONTRACTOR; provided that the actual subcontract price was not affected by defective cost or pricing data.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

B. The following certification from the CONTRACTOR is required to be provided on all Change Order quotations or requests.

CERTIFICATION OF CURRENT COST AND PRICING DATA

This is to certify that, to the best of my knowledge and belief, cost or pricing data submitted in writing, or specifically identified in writing if actual submission of the data is impracticable, to the CITY in support of **[CONTRACTOR is to insert appropriate identification such as Change Order quotation, proposal quotation, price adjustment, etc.]** are accurate, complete, and current as of **[CONTRACTOR to insert date].**

CONTRACT NO.: _____
PROPOSED CHANGE ORDER NO.: _____
FIRM: _____
NAME: _____
TITLE: _____
DATE: _____
SIGNATURE: _____

(END OF SECTION)

SECTION 01291
NOTICE TO WITHHOLD AND/OR STOP NOTICE

1. NOTICE TO WITHHOLD AND/OR STOP NOTICE

A. When a "Notice to Withhold" or "Stop Notice" is served upon the CITY pursuant to the lien statutes of the State of California, to withhold sufficient funds from payments to the CONTRACTOR in support of a claim resulting from default by the CONTRACTOR in payment for labor or materials used in prosecution of the Contract, the CITY shall withhold from payment due the CONTRACTOR an amount of money equal to the amount of the claim stated in the "Notice to Withhold" or "Stop Notice," and an additional amount equal to twenty-five percent (25%) of the amount of said claim, to defray the costs of litigation in the event of court action on the claim, for a total withholding of one and one quarter (1-1/4) times the stated amount of the claim. At the discretion of the CITY, the CITY may allow the CONTRACTOR to file with the CITY the bond referred to in the Civil Code of the State of California after which said monies will not be withheld on account of such "Notice to Withhold" or "Stop Notice."

B. In the event the Contract is terminated for CONTRACTOR default, any funds due the CONTRACTOR and retained by the CITY in accordance with PARTIAL PAYMENTS of these GENERAL REQUIREMENTS, shall become the property of the CITY to the extent necessary to repay to the CITY any excess in the Contract Price above the cost of the Work completed at the time of termination. After issuance of Notice To Discontinue Work, no further payments will be made to the CONTRACTOR for the Work covered by the notice until completion of work and final settlement has been made.

(END OF SECTION)

SECTION 01292
PARTIAL PAYMENTS

1. PARTIAL PAYMENTS

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

A. Unless otherwise prescribed by law, three (3) working days prior to the last work day of each month, or other such date mutually agreed upon by the CONTRACTOR and the GSD/CFD Authorized Representative, the CONTRACTOR shall prepare and submit to the GSD/CFD Authorized Representative, an estimate of the cumulative amount and value of acceptable Work performed by the CONTRACTOR at the Jobsite up to that date. Said amount shall also include the value of all acceptable materials and equipment for the Contract that have been delivered and suitably stored but not yet used in the Work, subject to the requirements of PAYMENT FOR MATERIALS OR EQUIPMENT DELIVERED AND STORED ON THE JOB SITE, and PAYMENT FOR MATERIALS OR EQUIPMENT STORED OFF THE JOB SITE of these GENERAL REQUIREMENTS.

i.

B. Payments for undelivered equipment, specifically manufactured equipment to be incorporated into the Work, excluding "off the shelf" or catalog items, will be made when all of the following conditions exist:

1.) The equipment must be specifically designated in the Technical Specifications for partial payment prior to delivery,

2.) The equipment to be specifically manufactured for the Project could neither be readily utilized on, nor diverted to, another job; and,

3.) A fabrication period of more than six (6) months is anticipated,

C. Upon verification and approval by the GSD/CFD Authorized Representative, such estimate shall be processed by the GSD/CFD Authorized Representative in accordance with the provisions of the California Public Contracts Code.

D. The CITY may retain a portion of the amount otherwise due to the CONTRACTOR, as follows:

1.) Retention of ten percent (10%) will be held on the original Contract value on each approved payment claim until the amount paid of the original Contract equals fifty percent (50%). The CITY may then, at its sole discretion discontinue further retention on the original Contract value for all subsequently approved payment claims.

2.) At any time during the course of the Contract, the CITY may, at its sole discretion, reinstate the ten percent (10%) retention.

3.) Additional deductions will be made from each monthly payment request for amounts due the CITY as follows:

4.) Equipment or materials furnished by the CITY.

5.) Services rendered to the CONTRACTOR by the CITY.

6.) Amounts due the CITY for liquidated damages under the terms of the Contract.

7.) Amounts required to be deducted by federal, state, or local governmental authority or other provisions of these Contract Documents.

E. From the balance thus determined will be deducted the amount of all previous payments, and the remainder shall constitute the monthly payment due the CONTRACTOR. Within thirty (30) calendar days after receipt of the GSD/CFD Authorized Representative's recommendation of the monthly payment due the CONTRACTOR and subject to the deductions provided, herein, the CITY will pay the amount found due.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

F. On lump-sum Contracts the GSD/CFD Authorized Representative's estimate of the monthly payment due the CONTRACTOR will not be required to be made by strict measurement, and an approximate estimate will suffice.

G. The payments may be withheld or reduced, for the following reasons:

1.) If the CONTRACTOR is not diligently or efficiently complying with the express intent of the Contract.

2.) If there are unresolved Notices of Non-Compliance.

3.) If Technical Manuals are not submitted.

4.) If Record Drawings are not kept up-to-date.

5.) If progress photographs are not submitted, and

6.) If construction schedules are not submitted in accordance with these General Requirements.

7.) The CONTRACTOR shall promptly submit the following in response to requests by the GSD/CFD Authorized Representative:

8.) All information and records necessary to determine the cost of the Work for purposes of estimating monthly payment.

9.) All itemized statements, in a form satisfactory to the GSD/CFD Authorized Representative, of the actual cost of all acceptable materials delivered by the CONTRACTOR to the site.

H. The making of any payment to the CONTRACTOR shall not relieve the CONTRACTOR from Contractual obligations. These payments shall not be construed as the transfer of ownership of any equipment or materials to the CITY.

I. Responsibility of ownership shall remain with the CONTRACTOR who shall be obligated to store, protect, repair, replace, rebuild or otherwise restore any fully or partially completed work or structure for which payment has been made. The CONTRACTOR shall replace any materials or equipment required to be provided under the Contract which may be damaged, lost, stolen, or otherwise degraded in any way prior to acceptance of the Work under the Contract.

2. PAY ITEM DEFINITIONS

This section describes methods of measurement and payment for lump sum and unit priced items listed on the Schedule of Work and Prices, contained in the Contract Proposal.

A. The Contractor shall not take advantage of any apparent error or omission on the Drawings or Specifications, and GSD/CFD shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.

B. All portions of the Work are either in an applicable allowance, lump sum, or unit price item listed on the Schedule of Work and Prices. Work for which there is not a separate item will be considered incidental to the contract and no additional compensation shall be allowed.

3. ALLOWANCES

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

A. Fixed allowances may have been allocated to the Schedule of Work and Prices for certain items of work. Requirements for each Allowance Item are specified below or a reference is given to the General Requirements article that describes the work. Allowance item work is to be performed only as directed by the GSD/CFD Authorized Representative. Unless otherwise noted, Allowances will be paid on a time and materials basis.

B. If allowance items are not executed or are only partially executed or the allowance for any item is not expended or partially expended, then a deductive change order shall be issued for the amount that is not expended. If, however, these items are over expended then an appropriate change order shall be executed in accordance with the provisions of in PAYMENT FOR CHANGES AND EXTRA WORK.

4. LUMP SUM ITEMS

A. Payment of the lump sum items established in the Contractor's Bid under the various line items in the Bid Form shall be full compensation for all labor, materials, and equipment required to furnish, install, construct, and test the Work covered under the lump sum bid item.

B. Payment for the lump sum items established in the Contractor's Bid shall also fully compensate the Contractor for any other work which is not specified or shown, but which is necessary to complete the Work.

C. Payments for Lump Sum Work other than Mobilization will be based upon physical progress for each activity in accordance with the breakdown of the Lump Sum prices agreed to in the Schedule of Values.

5. UNIT PRICE ITEMS

A. Payment for all work shall be in accordance with the unit price bid items in the schedule of Work and Prices and shall be full compensation for all labor, materials, and equipment required to furnish, install, construct and test the Work covered under the unit price bid item. Work for which there is not a price schedule item will be considered incidental to the Work and no additional compensation shall be allowed.

B. Payment will be made only for the actual quantities of work performed in compliance with the Drawings and Specifications. The Contractor will receive reimbursement equal to the approved quantity times applicable unit price.

(END OF SECTION)

SECTION 01295
FINAL PAYMENT

1. FINAL PAYMENT

A. After acceptance of the Work by the GSD/CFD and not more than sixty (60) calendar days after filing Notice of Completion, the CITY will make final payment to the CONTRACTOR of the

amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract, including the following items:

1.) Liquidated damages, as applicable;

2.) Lien claims or Stop Notices filed on behalf of suppliers, Subcontractors, and labor performed in connection with the project; except, that upon submittal of a Stop Notice Release Bond issued by an approved Surety Company executed in favor of the CONTRACTOR, the CITY will release such portion of the retainage funds to said CONTRACTOR that is being held solely to cover Stop Notice Claims;

3.) No claim of the CONTRACTOR under this Article shall be allowed unless the CONTRACTOR has given the required written notice. Nor shall a claim by the CONTRACTOR for an equitable adjustment hereunder be allowed if asserted after final payment under this Contract

(END OF SECTION)

SECTION 01296
PAYMENT FOR MATERIALS OR EQUIPMENT DELIVERED AND STORED ON THE JOB SITE

1. PAYMENT FOR MATERIALS OR EQUIPMENT DELIVERED AND STORED ON THE JOB

A. Partial payment for materials or equipment delivered to the worksite and stored shall be subject to the following conditions:

1.) Payment will not be made for any materials or equipment unless each individual piece of the material or equipment becomes a permanent part of the Work and has a value of more than $5,000.

2.) The material or equipment is required by the specifications, and is specifically manufactured for the Project and could not readily be utilized or diverted to another job.

3.) The CONTRACTOR shall provide secure storage facilities as required in STORAGE OF MATERIALS AND EQUIPMENT of these General Requirements.

4.) No payment will be made for living or perishable Plant material, or for degradable materials such as rock, sand, cement, or for reinforcing steel, miscellaneous piping, off the shelf and catalog items, and similar items of construction, until they are incorporated into the Work.

5.) The payment for the materials or equipment shall not exceed ninety percent (90%) of the invoice cost. The amount paid shall not exceed the total amount of the bid item less an amount estimated for installation.

6.) Suppliers, fabricators, or manufacturers who intend to furnish materials or equipment to the CITY must file a notice with the CITY in accordance with the Sate of California lien laws.

7.) Each supplier, fabricator or manufacturer shall file a list, with GSD/CFD indicating the materials or equipment to be furnished to the Project. They shall also provide a notarized declaration from their company indicating the employees authorized to sign an unconditional release for the company. The persons signing the declaration and unconditional release shall be identified for the material or

equipment.

8.) Absorb costs incurred to meet the requirements of this Article without modification to the Contract amount.

(END OF SECTION)

SECTION 01297
PAYMENT FOR MATERIALS OR EQUIPMENT STORED OFF THE JOBSITE

1. PAYMENT FOR MATERIALS OR EQUIPMENT STORED OFF THE JOBSITE

A. Partial payment for materials or equipment stored off the Jobsite shall be subject to the following conditions:

1.) Payment will not be made for any materials or equipment unless each individual piece of the material or equipment becomes a permanent part of the Work and has a value of more than $5,000.

2.) The materials or equipment is required by the Specifications, and is specifically manufactured for the Project and could not readily be utilized or diverted to another job.

3.) No payment will be made for living or perishable plant material, or for degradable materials such as rock, sand, cement, or for reinforcing steel, miscellaneous piping, off the shelf and catalog items, or similar items, until they are incorporated into the Work.

4.) Payment for the materials or equipment stored shall not exceed sixty percent (60%) of the invoice cost of the materials or equipment. Percent of the invoice paid shall be at the discretion of the CITY. The amount paid shall not exceed the total amount of the Bid item less an amount estimated for installation.

B. Provide all documentation necessary to establish the cost of the materials or equipment.

C. Suppliers, fabricators, or manufacturers who intend to furnish materials or equipment to the CITY must file a notice with the CITY in accordance with the State of California lien laws.

D. Each supplier, fabricator or manufacturer shall file a list, with the GSD/CFD, indicating the materials or equipment to be furnished to the Project. They shall also provide a notarized declaration from their company indicating the employees authorized to sign an unconditional release for the company. The persons signing the declaration and the unconditional release shall be identified by name and title.

Each request for payment shall include a notarized Unconditional Release, which conforms to the California Civil Code. The release shall be signed by an authorized employee identified in the corporate declaration. The request shall include the suppliers invoice for the materials or equipment.

F. Store the materials and equipment as required in STORAGE OF MATERIALS AND EQUIPMENT of these GENERAL REQUIREMENTS, in a bonded warehouse or facility approved by the GSD/CFD. The storage site shall be located within fifty (50) miles of the geographic limits of the CITY. The materials and equipment shall be physically segregated from all other materials or equipment within the facility and shall be identified as being the "PROPERTY OF THE CITY OF LOS ANGELES". The CONTRACTOR shall exercise all measures necessary to ensure preservation of the quality, quantity, and fitness of such materials or equipment and shall perform the manufacturers recommended maintenance of the materials or equipment. The

CONTRACTOR shall inspect the materials and equipment, and submit a monthly written report to the GSD/CFD listing all the equipment stored, results of their inspection, and the maintenance performed.

G. Grant the GSD/CFD and the ENGINEER access to the storage facility at any time and assist the GSD/CFD and the ENGINEER in conducting a full view, piece by piece, inventory of all such material or equipment.

H. The CONTRACTOR shall provide all additional insurance necessary to insure the materials or equipment against loss of damage. The insurance provided shall be provided as stated in INSURANCE of the GENERAL CONDITIONS. The insurance shall cover the material or equipment, while stored at the approved site, while in transit to the Jobsite, while being off-loaded at the site and until the material or equipment is incorporated into the Work and the CONTRACT is accepted by GSD/CFD.

I. Be responsible for any damage to, defects therein, misfabrication thereof, or loss of the materials or equipment.

J. Be responsible for any resulting project delays or consequential damages as if the CONTRACTOR were the owner of the material or equipment until it is incorporated in the Work and accepted by the CITY.

K. The CONTRACTOR shall absorb any and all cost incurred to meet the requirements of this article without modification in the Contract amount.

L. The CONTRACTOR shall present the storage arrangements in writing and sign a Security Agreement, which shall be submitted to the GSD/CFD for approval by the City Attorney. This agreement shall set forth the terms of ownership, storage and insurance necessary to insure the material or equipment against damage or loss.

2. PAYMENT FOR PERMITS
See Allowance for Permits, Article 19 of the General Conditions, Permits and Construction Easements.

(END OF SECTION)

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

SECTION 01313
WORK BY CITY OR OTHERS

1. WORK BY CITY OR OTHERS

A. Be responsible for ascertaining the nature and extent of any simultaneous, collateral and essential work by others. The CITY, its employees and contractors, and others, shall have the right to operate within or adjacent to the worksite to perform such work.

B. The CITY, the CONTRACTOR, their employees, Subcontractors and others, shall coordinate their operations and cooperate to hold interference to a minimum.

C. Include in its Bid all costs and time involved as a result of coordinating its work with others. The CONTRACTOR shall not be entitled to additional compensation from the CITY for damages resulting from such simultaneous, collateral and essential Work. The CONTRACTOR'S coordinating efforts shall include redeployment of his Work forces to other parts of the Work.

(END OF SECTION)

SECTION 01321
CONTRACTOR'S CONSTRUCTION SCHEDULE AND REPORTS

1. CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

A. After notification of award and prior to start of any work, the Contractor shall submit its Schedule for review and approval.

Unless otherwise provided, the Contract time shall commence as indicated in the Notice-to-Proceed letter. The Work shall start within 10 days thereafter, and be diligently prosecuted to completion within the time provided in the Specifications or as modified through change order.

B. If the Contractor should fall behind the progress schedule by more than one month, the Contractor must provide the General Manager with an Updated Progress/Recovery Schedule (UPRS). Failure to comply with the full requirements of this Section shall be cause for withholding all future progress payments until full compliance. Failure to provide more than 2 consecutive Updated Schedules or UPRS shall constitute grounds for cancellation of the project.

C. The Department reserves the right to request two-week "look ahead" schedules if the Department determines the submitted schedule does not reflect the as-built condition, manpower utilization or sequential progress necessary to fulfill the intent of the schedule.

D. The Schedule shall provide the GSD/CFD's Authorized Representative with a tool to monitor and follow the progress of all phases of the Work. The Schedule submitted to the GSD/CFD's Authorized Representative shall comply with all limits imposed by the scope of Work, and with all constraints, restraints or sequences included in the Contract. The degree of detail shall include factors to the satisfaction of the GSD/CFD's Authorized Representative, including, but not limited to:

1.) Physical breakdown of the Project including estimated starting and completion dates of activities.
2.) Float Time.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

3.) Contract milestones and completion dates, building occupancy date, constraints, sequences of Work shown in the Contract, the maintenance period and the final completion date. Durations shall be in calendar days.
4.) Type of Work to be performed, and the sequences.
5.) Purchases, submittals, submittal review, manufacturing, tests, delivery, and installation activities for all major materials and equipment.
6.) Deliveries of City furnished equipment and/or materials in accordance with the dates or schedule windows of such items set forth in the Contractor furnished by the Project Manager, or items to be salvaged and delivered to the City.
7.) Preparation, submittal and approval of Shop Drawings and material samples showing a thirty (30) day minimum time specified for the Project Manager's review of normal or routine submittals. A forty (40) day review time for all major submittals and the same time frame shall be allowed for at least one (1) re-submittal on all major submittals.
8.) Impact of Change Orders issued to the Contract.
9.) Approvals required by regulatory agencies or other third parties.
10.)Plans for all subcontract Work.
11.)Access to and availability of Work areas including all anticipated shutdowns.
12.)Identification of the linkage between preceding, concurrent and follow-on sub-contractors and utilities that are shown on the Plans or called out in the Specifications.
13.)Actual test, submission of test reports, and approval of test results.
14.)Training and classes required under the Contract.
15.)Pre-Final and Final Inspection punch lists and final cleanup, allow time for preparation of the punch lists
16.)Clearly identify any manpower, materials, or equipment restrictions, as well as any activity requiring unusual shift Work, specified overtime, or Work at times other than regular days or hours.

E. Durations of the labor, equipment and materials required to perform each activity shall be based on a normal work day unless otherwise approved by the Project Manager.

F. Critical or near critical paths resulting from the use of manpower or equipment restraints shall be kept to a minimum. Near critical paths shall be defined as those paths having fifteen (15) working days or less of total float.

G. Time scale shall show a continuous flow of information from left to right. The critical path shall be clearly and graphically identified on the schedule.

2. RESPONSIBILITY FOR COMPLETION

A. Whenever it becomes apparent from the Schedule that phasing, milestone, constraint, restraint, or Contract completion dates will not be met, the Contractor shall execute some or all of the following remedial actions:

1.) Increase construction manpower in such quantities and crafts as necessary to eliminate the backlog of Work.
2.) Increase the number of working hours per shift, shifts per work day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the backlog or Work. Contractor shall be responsible for all additional costs associated in having the Inspector present at the job site for all periods in excess of the basic work day.
3.) Reschedule the Work in conformance with the Specifications requirements.

B. Before implementing any of the above actions, the Contractor shall notify and obtain written approval from GSD's Authorized Representative.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

C. Under no circumstances will the addition of equipment or construction forces, increasing the working hours or any other method, manner, or procedure to return to the contractually required completion date be considered justification for a Change Order or be treated as acceleration where the need for a UPRS has been cause by the Contractor and/or its Subcontractors or Suppliers, at any tier.

D. GSD, CFD may elect to withhold progress payments until the Contractor's progress indicates that the milestone date(s) and/or the Contract completion date will be met.

(END OF SECTION)

SECTION 01330
SUBMITTALS

1. SUBMITTALS

A. Furnish a schedule and list of all required submittals to the GSD/CFD's Authorized Representative, in accordance to CONTRACTOR'S CONSTRUCTION SCHEDULE AND REPORTS of these GENERAL REQUIREMENTS, including required submittals by Subcontractors.

B. Wherever called for in these Specifications or on the plans, or where required by the GSD/CFD's Authorized Representative, furnish to the Project Manager for review, **6** copies of each submittal. The term "submittal" as used herein shall be understood to include detail design calculations, design drawings, shop drawings, fabrication and installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, samples, and similar items. Unless otherwise required, Submit said submittals to the GSD/CFD's Authorized Representative at a time sufficiently early to allow review of same by the GSD/CFD's Authorized Representative and to accommodate the rate of Construction Progress required under the Contract without delaying the Contract Work and with due regard for the possibility of resubmittals. Submittals shall be in English.

C. Design or shop drawings or other submittal shall be accompanied by the standard "CONTRACTOR'S SUBMITTAL TRANSMITTAL" form. A submittal not accompanied by such a form, or where all applicable items on the form are not completed, or are incorrectly completed, may be returned, at the GSD/CFD's Authorized Representative's discretion, for resubmittal.

D. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates a review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the GSD/CFD's Authorized Representative.

E. Shop Drawings shall show in detail the size, sections, and dimensions of all the member(s); the arrangement and construction of all connections and joints; all holes, straps, and other fittings required for attaching work and other pertinent details. When required, engineering computations shall be submitted. The CONTRACTOR shall be responsible for delivering reviewed copies of shop Drawings to all others whose work is dependent thereon. The CONTRACTOR shall maintain at the site of the Project, at all times, a complete file of approved Shop Drawings and manufacturers' data for this Project.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

F. Except as may otherwise be provided herein, the GSD/CFD's Authorized Representative will make a reasonable attempt to return prints of each submittal to the CONTRACTOR, with its comments noted thereon, within **30** calendar days following their receipt by the GSD/CFD's Authorized Representative. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the GSD/CFD's Authorized Representative by the second submission of a submittal item. The CITY reserves the right to withhold moneys due the CONTRACTOR to cover additional costs of the GSD/CFD's Authorized Representative's review beyond the third submittal. Submittal will be returned to the CONTRACTOR with one of three (3) markings:

G. If three (3) copies of a submittal are returned to the CONTRACTOR marked "NO EXCEPTIONS TAKEN/PROCEED," formal revision and resubmission of said submittal will not be required.

H. If three (3) copies of a submittal are returned to the CONTRACTOR marked "MAKE CORRECTIONS NOTED/PROCEED CONDITIONALLY" formal revision and resubmission of said submittal will not be required

I. If one (1) copy of a submittal is returned to the CONTRACTOR marked "REJECTED-RESUBMIT/DO NOT PROCEED," the CONTRACTOR shall revise said submittal and shall resubmit **6** copies of said revised submittal to the ENGINEER.

J. Work for which Shop Drawings are required shall be performed in accordance with the reviewed and approved copies. Fabrication of an item shall not commence before the GSD/CFD's Authorized Representative has reviewed the pertinent submittal and returned the copies to the CONTRACTOR marked either "NO EXCEPTIONS TAKEN/PROCEED," or MAKE CORRECTIONS NOTED/PROCEED CONDITIONALLY." Revisions indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for claims for extra Work.

CONTRACTOR submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR prior to submission to the GSD/CFD's Authorized Representative. Each submittal shall be dated, signed, and certified by the CONTRACTOR as being correct and in strict conformance with the Contract Documents. No consideration for review by the GSD/CFD's Authorized Representative of any CONTRACTOR'S submittal will be made for any items which have not been so certified by the CONTRACTOR. All non-certified submittals will be returned to the CONTRACTOR without action taken by the GSD/CFD's Authorized Representative, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.

The GSD/CFD's Authorized Representative's review of CONTRACTOR'S submittal shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions and conformance to the Specifications. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in the submittal. Any fabrication or other work performed in advance of the receipt of accepted submittals shall be entirely at the CONTRACTOR'S risk and expense. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.

(END OF SECTION)

SECTION 01350
AUDIT AND ACCESS TO RECORDS

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

1. AUDIT AND ACCESS TO RECORDS

A. Maintain books, records, estimates, communications, payroll documents and other evidence directly pertinent to performance of Work under this Contract in accordance with generally accepted accounting principles and practices consistently applied. Also maintain the financial information and data used by the CONTRACTOR in the preparation or support of any cost submissions required for this Contract, or any Modifications or claims, and a copy of the cost summary submitted to the CITY. The CITY authorized representatives shall have access, at all times during normal business hours, to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The CONTRACTOR will provide proper facilities for such access and inspection.

B. Agree to make A through G of this Article applicable to this Contract and all Modifications or claims affecting the Contract price. Agree to include A through G of this Article in all his contracts and all tier subcontracts in excess of $5,000, and to make A through G of this Article applicable to all Modifications and claims related to project performance.

C. Audits conducted under this Article shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency.

D. Agree to the disclosure of all information and reports resulting from access to records under A and B of this Article, to the CITY and affected agencies.

E. Records under A and B of this Article shall be maintained and made available during performance of Work under this Contract within the time period specified in A of the Article.. In addition, those records which relate to any portion of this Contract, to any Modification, to any dispute, to litigation, to the settlement of claims arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available within the time period specified in A of the Article.

F. This right of access Article applies to financial records pertaining to this Contract and all Contract Modifications. In addition this right of access applies to all records pertaining to all contracts, contract modifications, and contract amendments:

1.) To the extent the records pertain directly to Contract performance;

2.) If there is any indication that fraud, gross abuse or corrupt practices may be involved; or

3.) If the Contract is terminated for default or for convenience.

G. Access to records is not limited to the required retention periods. The authorized representatives designated in A of this Article shall have access to records at any reasonable time for as long as the records are maintained.

H. Provided that CITY has made demand for access or audit, pursuant to this Section, CONTRACTOR'S compliance with provisions A through G of this Section shall be a condition precedent to maintenance of any legal action or proceeding by the CONTRACTOR against the CITY and to CONTRACTOR'S right to Progress or Final Payment. Without limitation to the foregoing, or to any other provisions for withholding set forth in the Contract Documents, CITY shall have the right, in its sole discretion and in addition to any right of withholding of retention, to further withhold from any payment to CONTRACTOR a sum of up to ten percent (10%) of the total amount set forth in

CONTRACTOR'S current, unpaid Application(s) for Payment, until CONTRACTOR has complied with any outstanding and unsatisfied request by CITY for audits under this Section. Upon CONTRACTOR'S compliance with this Section, any monies withheld pursuant to this Paragraph solely due to CONTRACTOR'S failure to permit an audit requested by CITY shall be released to CONTRACTOR.

I. CONTRACTOR hereby consents and agrees that any failure by CONTRACTOR to provide access to records as provided in A through G of this Section shall be specifically enforceable by issuance of a preliminary and/or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court, without the necessity of oral testimony, to compel CONTRACTOR to permit access and inspection of the records or to require delivery of the records to CITY for inspection.

(END OF SECTION)

SECTION 01452
INSPECTION OF THE WORK

1. INSPECTION OF THE WORK

A. Whenever the CONTRACTOR intends to carry on the Work of this Contract on a Saturday, Sunday, or holiday, or more than eight (8) hours a day on Monday through Friday, or any variation in the time of the workday as set forth in the GENERAL CONDITIONS, length of the workday and work week, notification shall be given to the GSD/CFD's Authorized Representative of such intention at least forty-eight (48) hours in advance so that inspection may be arranged. No Work shall be allowed during these times without the approval of the GSD/CFD's Authorized Representative and no demolition will be permitted on Saturdays, Sundays, or holidays without the prior approval of GSD/CFD's Authorized Representative. All CITY inspection required by the CONTRACTOR on holidays, weekends and overtime for the sole convenience of the CONTRACTOR shall be accomplished at the sole expense of the CONTRACTOR by issuance of a deductive Change Order.

B. Conduct the work under the general observation of the GSD/CFD's Authorized Representative and shall be subject to inspection by the GSD/CFD's Authorized Representative to ensure compliance with the requirements of the Contract Documents. Such inspection may include mill, plant, shop or field inspection, as required. The GSD/CFD's Authorized Representative shall be permitted access to all parts of the Work, including plants where materials or equipment are manufactured or fabricated. Materials and articles furnished by the CONTRACTOR shall be subject to inspection and no materials or articles shall be used in the Work until they have been inspected and accepted by the GSD/CFD's Authorized Representative.

C. Do not backfill, bury, cast concrete, hide or otherwise cover Work until it has been inspected by the GSD/CFD's Authorized Representative, and other Agencies for which a permit is required. Whenever the CONTRACTOR is ready to backfill, bury, cast in concrete, hide, or otherwise cover any Work under the Contract, the CONTRACTOR shall notify the GSD/CFD's Authorized Representative not less than forty-eight (48) hours in advance to request inspection before beginning any such Work of covering. Failure of the CONTRACTOR to notify the GSD/CFD's Authorized Representative at least forty-eight (48) hours in advance of any such inspections shall be cause for the GSD/CFD's Authorized Representative to require a sufficient delay in the progress of Work to allow time for such inspections and any remedial or corrective work required, and all costs of such delays, including its effect upon other portions of the work, shall be borne by the CONTRACTOR. Work so covered in the absence of inspection shall be subject to uncovering at the sole expense of the CONTRACTOR. Where un-inspected Work cannot be uncovered, such as in concrete cast over reinforcing steel, all such Work shall be subject to demolition, removal,

and reconstruction under proper inspection, and no additional payment will be allowed therefore.

D. The presence of the GSD/CFD's Authorized Representative shall not relieve the CONTRACTOR of the responsibility for the proper execution of the Work in accordance with all requirements of the Contract Documents. Compliance is a duty of the CONTRACTOR, and said duty shall not be avoided by any act or omission on the part of the GSD/CFD's Authorized Representative. If the CONTRACTOR fails to replace any defective or damaged Work or material after reasonable notice, the GSD/CFD's Authorized Representative may cause such Work or materials to be replaced. The replacement shall be deducted from the amount to be paid to the CONTRACTOR, otherwise the CONTRACTOR shall pay the CITY if there remains insufficient or no amount to be paid by the CITY to the CONTRACTOR.

E. The GSD/CFD's Authorized Representative shall have the right, at all times and places, to reject any articles or materials to be furnished hereunder which, in any respect, fail to meet the requirements of these specifications, regardless of whether the defect in such articles or materials are detected at the point of manufacture or after completion of the Work at the site. If the GSD/CFD's Authorized Representative, through an oversight or otherwise, has not rejected materials or work which is defective or which is contrary to the specifications, such material, no matter in what stage or condition of manufacture, delivery, or erection, may be rejected by the GSD/CFD's Authorized Representative upon discovery. Promptly remove rejected articles or materials from the site of the Work after notification of rejection. Costs of removal and replacement of rejected articles or materials as specified herein shall be borne by the CONTRACTOR.

F. At the completion of Work, after completion of all corrections, a final inspection will be made by the GSD/CFD's Authorized Representative, and the CONTRACTOR, as applicable. The GSD/CFD's Authorized Representative will provide a Final Inspection Correction List itemizing all work necessary to complete the Project satisfactorily.

(END OF SECTION)

SECTION 01453
SAMPLING, TESTING AND FABRICATION INSPECTION

1. SAMPLING, TESING AND FABRICATION INSPECTION

A. General

1.) Materials and fabricated articles furnished by the CONTRACTOR shall be subject to inspection and testing and no materials or fabricated articles shall be incorporated into the Work until they have been inspected and accepted by the GSD/CFD's Authorized Representative. The CONTRACTOR shall ensure that all items requiring shop inspection are inspected at their source as required by the contract.

2.) Fabrication shall be subject to inspection by the GSD/CFD's Authorized Representative, to ensure strict compliance with the requirements of the Contract Documents. Such inspection shall include mill, plant, shop or field inspection, as required. The GSD/CFD's Authorized Representative shall be permitted access to all parts of the Work, including plants where materials or equipment are manufactured or fabricated. When a third party is approved, meetings may be scheduled with the GSD/CFD's Authorized Representative, Project Manager or INSPECTOR at the manufacturing facility to review the progress of the Work and the inspection activities.

3.) Fabricated items using Shop Drawings, that have been submitted to the GSD/CFD's Authorized Representative and approved in accordance with SUBMITTALS of the

GENERAL REQUIREMENTS. Provide shop inspection on all materials and/or equipment so designated on the CONTRACTOR'S approved Shop Drawings.

4.) Material which is subject to or requires shop inspection and arrives at the job site without inspection by the INSPECTOR will be rejected by the INSPECTOR and shall be removed from the job site by the CONTRACTOR at the CONTRACTOR'S sole expense.

B. Samples And Test Specimens

1.) Contractor shall obtain, perform and pay for all testing. Testing shall be performed at a certified laboratory approved by GSD, Construction Forces Division.

2.) Samples and test specimens required under these Specifications shall be furnished, prepared for testing, and delivered, at no cost to the CITY.

3.) In addition to any other inspection or quality assurance provisions that may be specified, the GSD/CFD's Authorized Representative or a designated INSPECTOR shall have the right to independently select, test, and analyze, at the expense of the CITY, additional test specimens of any or all of the materials to be used. Whenever any portion of the Work fails to meet the requirements of the Specifications, as shown by the results of independent testing or investigation, all costs of such independent inspection and investigation, and all costs of removal, correction, and reconstruction or repair of any such Work, shall be borne solely by the CONTRACTOR.

4.) When the manufacturer, fabricator, supplier, or subcontractor provides the results of tests from samples taken at the mill, factory, or warehouse, the GSD/CFD's Authorized Representative will accept the test reports provided that the following conditions are met:
   a.) The Testing Agency was approved by the GSD/CFD's Authorized Representative prior to performing the tests, and that all necessary certifications were valid at the time the tests were performed.
   b.) The tests were performed in conformity with the Specifications for the specified materials or items.
   c.) The reports are made in the form of an affidavit specified hereinafter.

5.) Whenever the approved independent testing laboratory or an authorized INSPECTOR takes samples of materials other than at the site, the deliveries to the site of materials represented by such samples shall be identified as specified for the specific material. The results of such tests shall be reported to the GSD/CFD's Authorized Representative in the form of affidavits attested to by the testing agency. Such affidavits shall furnish the following information with respect to the material sampled:
   a.) Manufacturer's name and brand.
   b.) Place of sampling.
   c.) Sufficient information to identify the lot, group, bin, or silo from which the samples were taken.
   d.) Amount of material in the lot sampled.
   e.) Statement that the material has passed the requirements.
   f.) Notarized signature and title of the person making the affidavit and the date of execution of the affidavit.

C. Third Party Inspection Requirements

1.). The proposed third party inspection and/or testing company must gain approval by the GSD/CFD's Authorized Representative after award. Obtain this approval before producing any material or manufacturing any product or equipment. The approved inspection and/or testing agency shall not sublet or assign its Work to any other agency.

2.) Comply with requirements as identified in the contract.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

3.) The Work and activities of the third party inspection and/or testing agency shall be monitored by the GSD/CFD's Authorized Representative or an authorized INSPECTOR during meetings to ensure compliance with the Contract Documents.

D. Third Party Testing and Inspection Laboratory Approval Procedures

1.) The GSD/CFD's Authorized Representative will approve third party inspection and/or testing agencies/laboratories.
2.) Requests for approval of a third party inspection agency and/or test laboratory shall be in writing from the CONTRACTOR to the GSD/CFD's Authorized Representative.
3.) The letter requesting approval of a third party test laboratory and/or private inspection agency shall contain all of the following information:
- Complete title of Project.
- Project Work order number.
- Name of proposed testing laboratory or inspection agency.
- Address and telephone number of proposed testing laboratory/inspection agency.
- Contact person at proposed testing laboratory/inspection agency.

4.) The GSD/CFD's Authorized Representative will notify the CONTRACTOR by letter if the testing laboratory/inspection agency has been approved.

(END OF SECTION)

SECTION 01561
ENVIRONMENTAL CONTROL

1. ENVIRONMENTAL CONTROL AND MITIGATION

A. Control

1.) Fugitive Dust and Smoke Control: Comply with the requirements of Title 8, California Code of Regulations, concerning handling of asbestos duct.

a. Criteria for Fugitive Dust – Detailed description and explanations of specific impact mitigation measures are contained in South Coast Air Quality Management District (SCAQMD) Rules and Regulations (Rule 403, Limitation on Fugitive Dust Emissions). Key features of mitigation options described are as follows:

Do not cause or allow emissions of fugitive dust from any transport, handling, construction or storage activity to remain visible in atmosphere beyond property line of the emission source.

Take precautions to minimize fugitive dust emissions from operations involving demolition, excavation, grading, clearing of land and disposal of solid waste. Utilizes at leas one Reasonably Available Control Measure (RACM) for each potential source of fugitive dust. Do not cause or allow participate matter to exceed 50mg/m^3 when determined as difference between upwind and downwind samples collected on high volume particulate matter samples or other EPA approved equivalent method for PM-10 monitoring at the property line for a five hour period during the time of active operations.

Take precautions to prevent visible particulate matter from being deposited upon public roadways as a direct result of their operations. Precautions include removal of particulate matter from equipment before

movement to paved streets or prompt removal of material from paved streets onto which such material has been deposited.

b. As A minimum – Use the following procedures and techniques:
Cover loads of materials, debris and soil transported from construction sites. Trim or remove loose material from loads before leaving Project.

Daily or more frequently, if necessary, water down and sweep adjacent streets and sidewalks that have construction vehicles carrying debris and excavated materials.

Establish regular cycles and locations for cleaning trucks that haul soil from site.

Water down construction sites whenever required to suppress dust, particularly during handling of excavation soil or debris or during demolition.

If conveyors are used, cover all transfer points along conveyor system moving soil. Minimize drop height to the stockpile. Provide a sprinkler system that will apply water to soil before it drops to stockpile.

Any adapted measures developed by SCAQMD on Best Available Control measures (BACM) for Fugitive Dust and Rule 403 will be incorporated into the sites operations for Fugitive Dust Control.

c. Burning of wastes is prohibited. Remove scrap and waste material and dispose of in accordance with laws, codes, regulations, ordinances and permits.

d. Use construction equipment designed and equipped to prevent or control air pollution in conformance with most restrictive regulations of EPA, State and local authorities. Maintain evidence of such design and equipment and make available for inspection by Authority or its designee.

e. Establish and maintain records of routine maintenance program for internal combustion engine powered vehicles and equipment used on Project. Keep records available for inspection by Authority or its designee.

f. Comply with the requirements of Title 8, California Code of Regulations, concerning handling of asbestos dust.

g. Implement Fugitive Dust Measures listed in tables 1 and 2 of SCAQMD Rule 403 and perform record keeping in accordance with Sections (e)(1)(A)(iv) and (e)(1)(A)(v) of said rule. Make records available to Authority or its designee for inspection.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

2. Rubbish Control

Through all phases of construction, including suspension of Work and until final acceptance of the Project, the CONTRACTOR shall keep the Worksite and other areas used by it in a neat and clean condition, and free from any accumulation of rubbish and debris. The CONTRACTOR shall dispose of all rubbish and waste materials of any nature occurring at the Worksite and shall establish regular intervals of collection and disposal of such materials and waste. The CONTRACTOR shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately and the area cleaned by the CONTRACTOR. Equipment and material storage shall be confined to areas approved by the GSD, construction Forces Division. Disposal of all rubbish and surplus materials shall be off the site of construction, at the CONTRACTOR's expense, all in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and the requirements of the OSHA Safety and Health Standards for Construction. All cleanup cost shall be included in the CONTRACTOR's Bid.

3. Sanitation

A. Fixed or portable chemical toilets shall be provided for the use of the CONTRACTOR's employees. These accommodations shall be maintained in a neat and sanitary condition. Toilets at construction sites shall conform to the requirements of Title 8, California Code of Regulations.

B. Wastewater conveyance and disposal shall not be interrupted. Should the CONTRACTOR disrupt existing sewer facilities, sewage shall be conveyed in closed conduits and disposed of in a sanitary sewer system. Sewage shall not be permitted to flow in trenches or be covered by backfill. Establish a regular schedule for collection of all sanitary and organic waste. Dispose of wastes and refuse from sanitary facilities provided by the CONTRACTOR or organic material wastes from any other source related to the CONTRACTOR's operations away from the site in a manner satisfactory to GSD, Construction Forces Division's and Authorized City Representative and in accordance with laws and regulations pertaining thereto. Dispose of such wastes at the CONTRACTOR's expense.

4. Chemicals

A. The following paragraph does not relieve the CONTRACTOR from its responsibility for obtaining prior approval from GSD, Construction Forces Division or an Authorized City Representative for chemical usage when otherwise required.

B. Provide four (4) copies of the MSDS to the GSD, Construction Forces Division or an Authorized City Representative for all chemicals used during project construction or furnished for project operation, prior to bringing them on site, whether soil conditioning agents, lubricants, defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, soil conditioning agents, lubricants, reactant, or of other classification, which shall show approval of either the U.S. Environmental Protection Agency or with U.S. Department of Agriculture. Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.

5. Odor Control

The CONTRCTOR shall furnish all labor, materials, and equipment required and shall carry out effective measures whenever and as often as necessary to prevent the discharge of a nuisance odor from its operation into the atmosphere in such quantity as will violate the regulations of any legally constituted authority. During construction, the CONTRACTOR shall notify GSD, Construction Forces Division at least forty-eight (48) hours in advance when potential odor-causing activities are scheduled for construction.

6. Noise and Vibration – Comply with requirements of CITY noise ordinances and mitigation.
7. Lighting – Shield worksite lighting to prevent disturbance to adjacent properties.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

(END OF SECTION)

SECTION 01562
ENVIRONMENTAL MITIGATION

1. GENERAL

A. The CONTRACTOR shall mitigate the adverse environmental impacts associated with the Work of the Contract. The CONTRACTOR shall indemnify and hold harmless the CITY from any and all fines, penalties or damages incurred by the CITY for violation of any environmental mitigation measures or permit caused by the CONTRACTOR's failure to comply with environmental mitigation measures of this Article. The measures that the CONTRACTOR shall take to mitigate environmental impacts include, but are not limited to the following:

- Implement a Fugitive Dust and Erosion Control Plan (FDECP) that meets or exceeds SCAQMD requirements and the CITY'S FDECP for this site.
- Comply with the General Construction Activity Storm Water Permit and the Storm Water Pollution Prevention Plan for this site.
- Comply with the requirements of NOTIFICATION OF HAZARDOUS SUBSTANCES of the General Conditions.
- Protect sensitive habitats and species through the use of fencing, to prohibit construction personnel access to adjacent habitat areas, and with dust control measures of the FDECP, and such other measures that may be called for by the Environmental Impact Report for this project.
- Comply with the following emission control measures to minimize construction activity emissions, at no additional cost to the CITY:
  1.) Stop construction activities during Stage II smog alerts, which will be announced to the CONTRACTOR by GSD, Construction Forces Division;
  2.) Reduce construction equipment emissions by shutting off all equipment not in actual use;
  3.) Reduce construction-related traffic congestion;
  4.) Provide rideshare incentives for construction personnel;
  5.) Tune and maintain construction equipment properly;
  6.) Use low-sulfur/low nitrogen fuel for construction equipment, if available;
  7.) Provide transit incentives for construction personnel;
  8.) Configure construction parking to minimize traffic interference;
  9.) Minimize obstruction of through-traffic lanes;
  10.) Provide a flag person to facilitate traffic flow and prevent traffic congestion;
  11.) Schedule operations affecting roadways for off-peak traffic hours.

B. Comply with the more stringent requirements of the current CITY or local noise ordinances, which may include:

- Construction of noise barriers;
- Use of low-noise-generating construction equipment;
- Maintenance of mufflers and ancillary noise abatement equipment;
- Use of vibration pile drivers and other techniques that result in less noise than impact pile drivers;
- Scheduling high noise producing activities during periods that are least sensitive;
- Routing construction related truck traffic away from noise-sensitive areas;
- Reducing construction vehicle speeds.

C. The CONTRACTOR at the pre-construction meeting and prior to beginning work, shall submit a written plan to GSD, Construction Forces Division, detailing how the

environmental impacts for the activity shall be mitigated. NOTE: The plan will need to be updated at the pre-construction meeting shall include, at a minimum:

- Anticipated site conditions;
- Equipment to be utilized;
- Means and methods of construction;
- Impacts likely to occur;
- Mitigation methods to be employed.

2. STORM WATER POLLUTION CONTROL

A. Comply with the State General Construction Activity Storm Water Permit and General Requirement 56, POLLUTION CONTROL – SEWAGE SPILL PREVENTION AND RESPONSE.

B. Minimum Water Quality Protection Requirements – The Contractor is required to meet the following minimum standards of good housekeeping:

Eroded sediments and other pollutants must be retained on site and may not be transported from the site via sheet flow, swales, area drains, natural drainage, or wind.

Stockpiles of earth and other construction-related materials must be protected from being transported from the site by wind or water.

Fuels, oils, solvents, and other toxic materials must be stored in accordance with their listing and are not to contaminate the soil nor the surface waters. All approved toxic storage containers are to be protected from the weather. Spills must be cleaned up immediately and disposed of in a proper manner. Spills may not be washed into the drainage system.

Excess or waste concrete may not be washed into the public way or any drainage system. Provisions shall be made to retain concrete wastes on-site until they can be appropriately disposed of or recycled.

Trash and construction –related solid wastes must be deposited into a covered receptacle to prevent contamination of rainwater and dispersal by wind.

Sediments and other materials may not be tracked from the site by vehicle traffic. The construction entrance roadways must be stabilized so as to inhibit sediments from being deposited into public ways. Accidental depositions must be swept immediately and may not be washed down by rain or by any other means.

C. Wet Weather Erosion Control Plan (WWECP) – Pursuant to Section 61.02 of the LAMC, whenever it appears that the construction site will have grading between October 1 and April 15, the Contractor shall submit a WWECP to the Project Manager for approval within 30 days after award of contract or get approval 30 days prior to the beginning of the rainy season, whichever is longer. Note: Guidance on preparing the WWECP can be found in the Development Best Management Practices Handbook – Part A, Construction Activities adopted by the Board of Public Works on August 2, 1999, as authorized by Section 64.72 of the Los Angeles Municipal Code. This handbook can be obtained at cost at the public/permit counters of the Bureau of Engineering.

D. The Contractor shall file a "Notice of Intent" (NOI) with the State Water Resources Control Board to comply with the California General Construction Activity Stormwater Permit *NPDES No. CAS000002 and prepare and implement a Stormwater Pollution Prevention Plan (SWPP). Whenever the CONTRACTOR is required to get any type of permit from the Department of Building and Safety (DBAS), the CONTRACTOR shall show a Waste Discharge Identification Number (WDID) to the DBAS as proof of submittal

of the NOI. If the CONTRACTOR does not need any type of permit from the DBAS, the CONTRACTOR shall show the WDID to the PROJECT MANAGER.

3. NOISE AND VIBRATION

A. General

The Work specified in this Article consists of eliminating excessive noise and vibration generated by construction activities, complying with applicable noise regulations and specifications requirements, monitoring and reporting noise and vibration measurements.

Use equipment with effective noise-suppression devices and employ other noise control measures such as enclosures and noise barriers necessary to meet the noise limits specified and to protect the public. Schedule and conduct operations in a manor that will minimize, to the greatest extent feasible, the disturbance to the public in areas adjacent to the construction activities and to occupants of buildings in the vicinity of the construction activities.

Non-compliance Corrective Action – If, at any time prior to or during the construction, complaints are received from the public, GSD, Construction Forces Division shall direct the CONTRACTOR to undertake immediate corrective action through equipment modification, additional noise abatement equipment or a change in operating procedures.

B. Construction Vibration

Ground-borne vibrations from equipment may have the potential of causing an impact to the existing structure. The CONTRACTOR shall mitigate and/or repair any damage caused by vibration.

4. Construction Waste Management

A. General – Divert 50% from Landfill
The intent of this Article is to divert construction, demolition and land clearing debris from landfill disposal. Redirect recyclable recovered resources back to the manufacturing process. Redirect recyclable recovered resources back to the manufacturing process. Redirect reusable materials to appropriate sites.

B. Requirements
Contractor is to develop and implement a waste management plan, quantifying material diversion goals. Recycle and/or salvage at least 50% of the construction, demolition and land cleaning waste. Calculations can be done by weight of volume, but must be consistent through. The 50% diversion goals will be achieved with two separate refuge bins on site. One will handle the general trash that no recyclable while the other will handle all commingled recyclable items. The recyclables will be taken to a designated waste hauler for sorting. There are at least two major haulers that provide this service in the Los Angeles area (Looney bins and Crown) and will be contracted for the waste hauling. The waste hauler will provide the Contractor with a record of how much material is recoverable.

(END OF SECTION)

SECTION 01573
EXCAVATION SHORING, FORMS, AND FALSEWORK

1. EXCAVATION SHORING, FORMS AND FALSEWORK

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

A. Whenever work under the Contract involves trench excavation five (5) feet or more in depth, or any kind of shoring, the CONTRACTOR shall design and prepare plans for the required shoring, bracing, and sloping. In addition to the Division 2 specified requirements, submit plans and calculations to the GSD, Construction Forces Division's Authorized Representative in advance of excavation to ensure workers' protection from the hazard of caving ground during the excavation. If such plan varies from the shoring system standards established by the CAL/OSHA Construction Safety Orders, the plan shall be prepared by a California registered civil or structural ENGINEER employed by the CONTRACTOR, and include all costs therefore in the price named in the Contract for completion of the Work as set forth in the Contract Documents. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose liability on the CITY, or any of their officers, agents, representatives, or employees. Secure approval, in advance, from authorities concerned for the use of any bridges proposed by it for public use. Temporary bridges shall be clearly posted as to load limit, with signs and posting conforming to current requirements set forth in the Traffic Manual published by the California Department of Transportation, covering "signs". This manual shall also apply to the street closures, barricades, detours, lights, and other safety devices required.

B. Comply fully with the requirements of the CAL/OSHA Construction Safety Orders, regarding the design of forms, false work, and shoring for concrete placement, and the inspection of same before placement of concrete. Where the Construction Safety Orders requires the services of a civil engineer registered in the State of California to approve design calculations and Working Drawings of the false work or shoring system, to inspect such system prior to placement of concrete, employ a registered civil engineer for these purposes, and all costs therefore shall be included in the price named in the Contract for completion of the Work as set forth in the Contract Documents.

C. No Work under this Section shall start until the GSD, Construction Forces Division Authorized Representative has accepted the plans and the CONTRACTOR has obtained all permits required and furnished a copy to the GSD, Construction Forces Division Authorized Representative.

(END OF SECTION)

SECTION 01611
GUARANTY / WARRANTY

1. GUARANTY/WARRANTY

A. The CONTRACTOR shall and does hereby warrant and guaranty that all work executed under this Contract will be free from defects of materials and workmanship for a period of one (1) year from the date of final acceptance of the project by the GSD/CFD, except certain specific items of Work, materials and equipment requiring a guaranty or warranty for a greater period of time as hereinafter specified. In the event, however, that portions of the Work are sufficiently complete to allow use or occupancy by the CITY in the manner and for the purposes intended prior to final completion and acceptance of the project, the guarantee period will commence on the date shown on the Statement of Partial Completion.

B. The CONTRACTOR hereby agrees to indemnify and save harmless the CITY, and their officers, agents and employees against and from all claims and liability arising from damage and injury due to said defects. The CONTRACTOR shall repair or replace, at no cost to the CITY, any and all such defective Work and all other Work damaged thereby, which becomes defective during the term of the above-mentioned guaranties and warranties.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

C. Within thirty (30) calendar days prior to completion of all Work the CONTRACTOR shall submit to the GSD/CFD original copies of all manufacturers guaranties covering all supplied and installed equipment and, where applicable, systems.

D. In addition to the requirements of INSURANCE, Contract Bonds (if a bond is required), of the GENERAL CONDITIONS, it shall be understood that the Surety for the faithful performance bond, submitted in conformance with the terms of the Contract for this project, is liable on its bond for all obligations of the CONTRACTOR including guaranty provisions.

E. The CONTRACTOR shall, within twenty-four (24) hours of notice from the GSD/CFD of any Work not in accordance with the requirements of the Contract, or any defects in the Work, commence and prosecute with due diligence all work necessary to fulfill the terms of this Section and to complete the Work within a period of time as approved by the GSD/CFD. In the event of failure by the CONTRACTOR and/or its surety to respond to the notice or to complete the Work required by this Article within the time specified, the CITY shall proceed to have such Work done at the CONTRACTOR's expense. The CONTRACTOR or its Surety shall promptly reimburse the CITY all direct and indirect cost associated with performing this Work.

(END OF SECTION)

SECTION 01630
SUBSTITUTIONS AND "OR EQUAL" SUBMITTAL

1. SUBSTITUTIONS AND "OR EQUAL" SUBMITTAL

A. Make "Or Equal" submittals within ten (10) calendar days after issuance of Notice to Proceed. A request or submittal received after the specified period will be considered as NOT EQUAL to that so specified and will be processed as a substitution described hereinafter.

B. Clearly identify manufacturers' data submitted to the GSD/CFD's Authorized Representative for review and acceptance each proposed substitute with the corresponding Contract Drawing detail and Specification section. If GSD/CFD's Authorized Representative decides to accept for use in the Project a material, process or article which is not the equal of that specified, make substitution in the manner described in CHANGES AND EXTRA WORK of the General Conditions, with a credit for the CITY for the difference in value.

C. The GSD/CFD's Authorized Representative will determine whether the material offered is equivalent to that specified. Any revision to structures, piping, mechanical, electrical, instrumentation, or any other Work made necessary by such substitution must be approved by the GSD/CFD's Authorized Representative, and the entire cost both direct and indirect of these revisions shall be borne by the Contractor.

D. Materials, processes, or articles may be requested as a substitution by the Contractor, in lieu of that specified, under the following conditions:
   1.) Submit in writing and in the manner described in SUBMITTAL of these General Requirements.
   2.) Submit thirty (30) calendar days before starting the Work, as established by GSD/CFD's Authorized Representative, so as not to cause any delay in completion of the Project. No other request will be considered after expiration of the period specified, except that in exceptional cases where it is determined to being the best interest of the CITY, as approved by GSD/CFD's Authorized Representative.
   3.) Agree to pay for all engineering and designee services, if required, to make changes and adjustments in material and work of trades directly or indirectly affected by the substitute, to the satisfaction of GSD/CFD's Authorized Representative, at no cost to the CITY.
   4.) All requests for substitution shall be made through the Contractor. Submissions by the Contractor shall imply the Contractor's approval of such substitution.
   5.) No requests for substitutions will be considered during the bidding period.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

6.) Furnish adequate date with each request for approval of a substitute to enable the GSD/CFD's Authorized Representative to evaluate the proposed substitution.

(END OF SECTION)

SECTION 01711
SITE INVESTIGATION

1. SITE INVESTIGATION

A. Before beginning the Work, inspect related and appurtenant Work and report in writing to GSD/CFD's Authorized Representative conditions, which will prevent proper completion of the Work. Except as provided for in General Conditions (GC) Article 53, DIFFERING SITE CONDITIONS, failure to report any such conditions shall constitute acceptance of all site conditions, and required removal, repair, or replacement caused by unsuitable conditions shall be performed by the Contractor at its sole cost and expense without any adjustment in the Contract Price or extension of the Contract Completion Date.

(END OF SECTION)

SECTION 01721
MOBILIZATION

1. MOBILIZATION

A. General

Mobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1.) Obtaining all permits, insurance, and bonds.
2.) Moving onto the Jobsite all of CONTRACTOR'S plant and equipment as required.
3.) Erecting temporary buildings and other construction facilities.
4.) Installing temporary construction power and wiring.
5.) Establishing fire protection system for its temporary facilities.
6.) Developing construction water supply.
7.) Providing connections to onsite sanitary facilities as specified.
8.) Providing for potable water facilities as specified. This includes a means by which all on site CONTRACTOR, Subcontractor or supplier personnel can wash their hands with soap.
9.) Arranging for, and erection of, CONTRACTOR'S work and storage yards and sheds.
10.)Submittal of all required Subcontractor insurance certificates and bonds.
11.)Posting all CAL/OSHA required notices and establishment of safety programs.
12.)Have the CONTRACTOR'S representative at the Jobsite full time.
13.)Furnishing of Construction Schedule, Bid Breakdown and Submittal Schedules.

(END OF SECTION)

SECTION 01722
SURVEYING

1. SURVEYING

GSD, CFD will provide project surveying unless otherwise specified in the bid package. The following requirements will apply if the Contractor is required to perform survey.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

A. Definitions

1.) Contractor's Surveyor – Shall be a registered (licensed) Land Surveyor or Registered Civil Engineer authorized to practice land surveying by the State of California in compliance with Business and Professions Code Section 8700, et. Seq. cited as the Land Surveyor's Act.
2.) Construction Stakes – Durable markers that will maintain elevations, station, and offset for the duration of use as reference markers for construction.
3.) Surveying – Described in Section 8726 of the Land Surveyor's Act.
4.) Survey Manual – City of Los Angeles, Bureau of Engineering Manual, Part J – Survey.

B. Survey Service

1.) The Contractor's Surveyor shall comply with State Law and the latest edition of the Standard Specifications for Public Works Construction, "Green Book" and its supplement.
    a. The contractor shall employ the Contractor's Surveyor.
    b. All work shall utilize CCS 83, Zone 5, and NAVD 88 control systems.
    c. Contractor's Surveyor to utilize horizontal & vertical control provided by GSD/CFD's Authorized Representative and referenced on drawings.
    d. Work shall conform to the lines, elevations, and grades shown on the plans.
    e. Contractor's Surveyor shall notify the GSD/CFD's Authorized Representative, in writing, of all material discrepancies between existing survey control and the current work. Any material discrepancies shall be resolved prior to start of construction.
    f. During progress of construction, Contractor's Surveyor to provide surveying services as necessary, or as requested by GSD/CFD's Authorized Representative, to assure construction complies with Contract Documents.
    g. Contractor's Surveyor shall fulfill duties of GSD/CFD's Authorized Representative described in Standard Specifications for Public Works Section 2.9, Surveying, except that the City forces shall be notified 7 days prior to the Contractor disturbing any street centerline control monuments so they can be preserved by City Forces.
2.) Safety – Contractor's Surveyor shall conform to recommended safety standards for all Work, as set forth in the latest edition of Work Area Traffic Control Handbook (WATCH) adopted by the City of Los Angeles Board of Public Works. Compliance with the Confined Space Regulations in the California Code or Regulations, Title 8, Section 5157 of the Cal/OSHA Safety Orders is mandatory.

C. Construction Surveys

1.) Construction Surveys shall conform to Chapter J 600 of the Bureau of Engineering Survey Manual, Part J.
2.) Contractor's Surveyor - Provide all reference stakes and form checks necessary for construction and inspection of improvements. Document construction staking in survey field notes as described in Part C.4 in this section. Staking may include but is not limited to: removals, joins, rough grade, slope, utilities, storm drains, sewers, curbs, walks, paving, wall and building stakes; and any other staking necessary for construction and inspection.
3.) Form Checks – Contractor's Surveyor to check forms where durable points may be distributed, removed, or is impractical to be used to verify the design location. Record measured location in survey filed notes as described in Part C.4 in this section. Notify GSD/CFD's Authorized Representative of all variations from plan locations.
4.) Staking Interval and Offsite Lines – Staking intervals shall be in accordance with Survey Manual, Figure J 615.225A. Contractor's Surveyor to set stake lines at an offset distance from the improvement to ensure proper grade, station and alignment.
5.) Utility Stakes – Contractor's Surveyor shall provide stakes for utilities, public or private, which require location or relocation unless GSD/CFD's Authorized Representative states otherwise.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

(END OF SECTION)

SECTION 01740
REMOVAL, CLEANUP, AND DEMOBILIZATION

1. REMOVAL, CLEAN UP AND DEMOBILIZATION

A. Upon completion of the Contracted Work, the CONTRACTOR shall remove all of its tools, materials and other articles from the property of the CITY. Should the CONTRACTOR fail to take prompt action to this end, the CITY, at its option and without waiver of such other rights as it may have, upon thirty (30) calendar days notice, may treat such items as abandoned property. Sweep floors broom clean, clean all exterior and interior surfaces and windows and remove all rubbish and debris resulting from the Contracted Work and shall maintain the job site in a clean, orderly and safe condition at all times until completion of the physical Work and written Notice of Partial Acceptance. Failure to comply with this requirement shall be grounds for the CITY to assess clean-up costs based on time and material costs of City Forces.

(END OF SECTION)

SECTION 01770
PROJECT CLOSEOUT

1. PROJECT CLOSEOUT

A. Closeout Timetable

The CONTRACTOR shall establish dates for equipment testing and acceptance periods (as required under the Contract). Such dates shall be established not less than seven (7) calendar days prior to beginning any of the foregoing items, to allow the CITY, GSD/CFD, and their authorized representatives sufficient time to schedule attendance at such activities.

B. Final Submittals

1.) The CONTRACTOR, prior to requesting Final Payment, shall obtain and submit the following items to the GSD/CFD.

- Written guarantees, where required.
- Technical manuals and instructions.
- Keying schedule.
- Maintenance stock items; spare parts; special tools.
- Completed record drawings.
- Certificates of inspection and acceptance by local governing agencies having jurisdiction.
- Releases from all parties who are entitled to claims against the subject Project, property, or improvement pursuant to the provisions of law.
- Documentation of salvaging or recycling,
- As-built drawings,
- Warranty information,
- Item lien release,
- Final approved submittals,

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

- Technical manuals

C. Final Cleanup

1.) The CONTRACTOR shall perform all tasks as specified for removal and clean-up.

D. Maintenance And Guarantee

1.) The CONTRACTOR shall make all repairs and replacements promptly upon receipt of written order from GSD/CFD. If the CONTRACTOR fails to make such repairs or replacements promptly, GSD/CFD reserves the right to do the work and the CONTRACTOR and his surety shall be liable to the CITY for the cost thereof.

2.) Replacement of earth fill or backfill, where it has settled below the required finish elevations, shall be considered as a part of such required repair work, and any repair or resurfacing constructed by the CONTRACTOR which becomes necessary by reason of such settlement shall likewise be considered as a part of such required repair work.

(END OF SECTION)

SECTION 01783
RECORD DRAWINGS

1. RECORD DRAWINGS

A. Record Drawings are full size drawings (Plans) which are marked up during construction to delineate the actual in-place constructed conditions. Record Drawings shall be provided by the CONTRACTOR for this Project. Requirements for Record Drawings as specified elsewhere shall supplement the requirements specified herein.

B. Record Drawings and Record Project Manual shall include all changes in the Plans including those issued as Change Orders, Plan Clarifications, Addenda, Notice to Bidders, responses to Requests for Information, Jobsite Memos, and any additional details needed for the construction of the Project but not shown on the Plans. Substructures encountered while excavating that are left in place shall be located by survey, to the satisfaction of the GSD, Construction Forces Division's Authorized Representative, shown, and identified on the Record Drawings. Substructures including, but not limited to, concrete structures, electrical conduit and duct banks, drains and sanitary sewer pipelines, process piping, water lines, etc, whose installed location differs from that shown on the original Plans shall be precisely located by survey to the satisfaction of the GSD, Construction Forces Division's Authorized Representative and recorded on the As-Built Drawings before backfilling.

C. Mark Record Drawings with red ink or chemical fluid on one (1) set of full size prints to produce a record of the complete installation. Prepare additional drawings that may be required to indicate record conditions shall be prepared on 24" x 36" paper. Additions to Contract Drawings shall employ and use drafting standard, which are consistent with the drafting standards used in the Contract Drawings.

D. Keep Record Drawings on the job and update during construction and make available for the Project Manager's inspection and copying at all times. The GSD, Construction Forces Division's Authorized Representative will review the Record Drawings before submittal of monthly payment requests. If in the opinion of the GSD, Construction Forces Division's Authorized Representative,

the Record Drawings are not current, approval of the monthly payment may be withheld until the drawings are made current. Submit a signed certification with each monthly payment request stating that the Record Drawings are current and accurate as of the date of the payment request.

E. Where the Plans are diagrammatic or lacking precise details, produce dimensioned full size sheets as the Record Drawings. For installations outside of structures, the locations shall be given by coordinates and elevations. Where substructures are encased in concrete, the outside dimensions of the encasement shall also be given.

F. In the case of those drawings which depict the detail requirements for equipment to be assembled and wired in the factory, the Record Drawings shall be updated by indicating those portions which are superseded by final Shop Drawings, and by including appropriate reference information describing the Shop Drawings by manufacturer, drawing and revision numbers.

G. At the Completion of the Work and after Final Inspection, copy its Record Drawing (as installed) data, using red ink, onto a new set of high quality prints provided by the CITY. Certify to the completeness and accuracy of the "as installed" information indicated on the prints with its signature. Then deliver as a submittal to the GSD, Construction Forces Division Authorized Representative, for review and approval, both the field developed prints and the final signed prints as a condition precedent to the CITY'S release of any retained funds.

(END OF SECTION)

DEPARTMENT OF GENERAL SERVICES
CONSTRUCTION RESOURCES DIVISION
PRE-BID MEETING SIGN-IN SHEET

DATE: June 28, 2010 at 9:30 am **IFB #:** 0111201001

CONTRACT: Asbestos, Lead (Pb), Mold and Other Hazardous Material Assessment, Air Monitoring and Abatement Oversight **SITE:** Piper Technical Center Conference Room

PURPOSE: Pre-Bid Meeting

** **PLEASE FILL OUT COMPLETELY AND PRINT LEGIBLY** **

TIME	PRINT NAME	COMPANY	YOUR TITLE	PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS
9:15	HENRY MORENO	BAINBRIDGE	PRESIDENT	7142470024	7142476025	hmoreno@bainbridgegrp.com
9:15	MIGUEL VIRGEN	GLOBAL ENV.	V. PRESIDENT	626.962.4436	626.962.4437	MIGUEL.VIRGEN@globalenvirotraining.c
9.15	Erin HART	HART ENV.	President	626-852-0090	626 852-0215	HARTENVinc@yahoo.com
9:20	Raul Garcia	Vista Env.	Business Dev. Mgr.	626-264-3024	626-238-0220	raul@vista-env.com
9:22 AM	Scott Winfrey	HZ ENV	IAQ Manager	909-628-0369	909-613-5845	Services@HZENV.com
9:22	Janine Weitzel	HSA	Director	714 220 3922	714 220 2081	jweitzel@healthscience.com
9:22	Joel Berman	HSA	Vice President	714 220 3922	714 220 2081	JBerman@healthscience.com
9:22	Chris Wells	Tasbar Corporation	Sr. Env. Scientist	805 385-3100	805 426-8119	cwells@tasbarcorp.com
9:22	Massood Rahdar	Integrity Environ.	President	(949) 586-1414	(949) 586-5922	mrahdar@Integrityenvironmental.com
9:27	Mike McDonnell	National Econ	Manager	(714) 309 7529	(714) 978 6323	mark@nationalEcon.com

DEPARTMENT OF GENERAL SERVICES
CONSTRUCTION FORCES DIVISION
PRE-BID MEETING SIGN-IN SHEET

DATE: June 28, 2010 at 9:30 am **IFB #:** 0111201001

CONTRACT: Asbestos, Lead (Pb), Mold and Other Hazardous Material Assessment, Air Monitoring and Abatement Oversight **SITE:** Piper Technical Center Conference Room

PURPOSE: Pre-Bid Meeting

** PLEASE FILL OUT COMPLETELY AND PRINT LEGIBLY **

TIME	PRINT NAME	COMPANY	YOUR TITLE	PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS
9:30	Ashley McInerney	Allied Industries, Inc	Business Development	818.935-0979	818-781-2496	amcinerney@alliedhead.com
9:30	Farshid Salamati	EIC Environmental Innovations corp.	Director	888-932-0104	866.292.3691	eic@4SafetyUSA.com
9:30	Tom HARMON	IHM, INC	PROJECT MANAGER	626-447-5237	626-447-3486	tharmon@IHM.org
9:30	Mark Hammer	Ihm Inc.	Project Manager	626-447-5237	626-447-3486	mhammer@ihminc.org
9:30	James F. McClung, J.	American Environmental Specialists, Inc.	President	714 379-3353	714 379-3338	Jim@aesh6.com
9:30	BRIAN STRATOOLY	ABRO ENVIRONMENTAL SERVICES	PRINCIPAL	714/516-1812	714/516-1912	ABROENVIR@AOL.C
9:30	Ricardo Zendejas	Essel Technology	Project Engineer	(310) 447-8515		NLahiri@esseltek
9:30	Bethany Blair	Sigma Engineering Inc	marketing Director	(562) 804-7252	(562) 804-7255	bblair@sigmaengineering.c
9:10	Grace Rinck	Aurora Industrial Hygiene Inc	V.P.	626 4034104	562 988-0010	grinck@aurorainc.com
9:44	Robert Clark	Clark Seif Clark, Inc (CSC, Inc.)	Principal	818 727-2553	(818) 727-2556	Robertclark@cscenv.com

DEPARTMENT OF G[illegible]NERAL SERVICES
CONSTRUCTION [illegible]RCES DIVISION
PRE-BID MEETING SIGN-IN SHEET

DATE: June 28, 2010 at 9:30 am **IFB #:** 0111201001

CONTRACT: Asbestos, Lead (Pb), Mold and Other Hazardous Material Assessment, Air Monitoring and Abatement Oversight **SITE:** Piper Technical Center Conference Room

PURPOSE: Pre-Bid Meeting

** **PLEASE FILL OUT COMPLETELY AND PRINT LEGIBLY** **

TIME	PRINT NAME	COMPANY	YOUR TITLE	PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS
9:30	JOSEPH SOMOYE	JAS ENVIRONMENTAL SERVICES	PRINCIPAL	(818) 416-7061	(818) 504-0112	jasenvironmental@gmail.com
9:30	Justin Graham	ACC Environmental	Sr. P.M.	(213) 353-1240	(213) 353-1244	jgraham@accenv.com
9:00	Jason Ironi	Andersen Environmental	VP	310-854-6300	310-854-0199	jason@andersenenviro.com
9:15	CLINT REUTER	ATC ASSOCIATES, INC.	BSO	[illegible] (323) 517-9780	(323) 517-9781	CLINTREUTER@ATCASSOCIATES.COM
9:00am	Conan D. Williams	A-Tech Consulting inc.	P.M.	434-6360 (714) [illegible]	(714) 434-6370	cassiep@atechinc.net
9:20am	Alex Blankevoort	ENCORP	V.P. Operations	(714) 523-4811	(714) 523-4810	ablankevoort@encorp.net
9:26am	Egan Forino	Executive Environmental	Sales Rep.	(562) 201-0425	(626) 441-0016	eforino@execenv.com
9:20	Rob Hill	EXECUTIVE ENVIRONMENTAL	VICE PRESIDENT	(310) 993-4698	626-441-0016	Rhille EXECENV.com
9:20	MATT CROCHET	GARK + CLARK, INC.	PRESIDENT	714-894-5700	714-894-5732	MATT@GARKANDCLARK.COM
9:30am	Peter Kalesar, Jr.	Winzler and Kelly	CAST	714.973-2230	714-973-2263	Dsilveria@winzler-k.com

DEPARTMENT OF GENERAL SERVICES
CONSTRUCTION FORCES DIVISION

PRE-BID MEETING SIGN-IN SHEET

DATE: June 28, 2010 at 9:30 am

IFB #: 0111201001

CONTRACT: Asbestos, Lead (Pb), Mold and Other Hazardous Material Assessment, Air Monitoring and Abatement Oversight

SITE: Piper Technical Center Conference Room

PURPOSE: Pre-Bid Meeting

** PLEASE FILL OUT COMPLETELY AND PRINT LEGIBLY **

TIME	PRINT NAME	COMPANY	YOUR TITLE	PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS
9:30	Steve Roquemore	Affordable Inspection Service	Principle	818 886 2070	818 886 8565	steve@affordableinspection.com
9:30 pm	Nancy Foster-Underwood	UGE & ECS, Inc.	President	213-625-1016	310-862-6879	NANCY@ugeecs.com
9:30am	Marie Tullai	American Environmental Group	operations Manager	(310) 850-4488 Cell (888) 699-6653	(818) 865-7106	mtullai@americanenv.com
	Theresa Torres	GSD	Contract Admin.	(213) 473-0654		GSD.CFD.Contracts@lacity.org
9:30	JANETH ANGULO	GLOBAL ENVIRONMENTAL TECHNOLOGY & CONSULTING	SECRETARY	(626) 962-4436	(626) 962-4437	janeth@globalenvironmental.com
9:30	GIA PA	GSD-CFD	MA II	5-3772		gia.k.pa@lacity.org
	Louisa Tan	GSD-CFD				

Identification of Work by Sub-Contractors/Sub-Consultants

1. Advertising
2. Insurance Agencies and Brokerages
3. Professional Scientific and Technical
4. Cellular and Other Wireless Telecommunications
5. Commercial Lithographical Printing
6. Computer and Office Machine Repair and Maintenance
7. Computer and Computer Software
8. Environmental Consulting Services
9. Internet Service Provider
10. Marketing Consulting Services
11. Office Administrative Services
12. Testing Laboratories

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STATE OF CALIFORNIA

I am a citizen of the United States and a resident of the county aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitle matter. I am the principal clerk of the printer of La Opinión a newspaper of general circulation, printed and published daily in the city of Los Angeles, County of Los Angeles, and which newpaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California, under the date of July 28, 1969, Case Number: 950176; that the notice, of which the annexed is a printed copy, has been published in each regular and not in any supplement thereof on the following dates, to-wit:

August 13

all in the year 20 10

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Los Angeles, California, this

13 day of August, 20 10

Signature

ADV #017 Controlled
Rev. 06/05

This space is for the County Clerk's filing Stamp

Proof of publication:

Requesting sub-bids from qualified MBE/WBE/OBE

Subcontractors/Vendors for:
1.Advertising
2.Insurance Agencies and Brokerages
3.Professional Scientific and Technical
4.Cellular and Other Wireless Telecommunications
5.Commercial Lithographical Printing
6.Computer and Office Machine Repair and Maintenance
7.Computer and Computer Software
8.Environmental Consulting Services
9.Internet Service Provider
10.Marketing Consulting Services
11.Office Administrative Services
12.Testing Laboratories

Asbestos, Lead (PB), Mold and Other Hazardous Materials Assessment, Air Monitoring and Abatement Oversight

Owner: City of Los Angeles
Bid Due Date and Time: August 23, 2010 at 1:00 pm

For information on the availability of plans, specifications, copy of bid proposals and the bidders policy concerning assistance to subcontractors in obtaining bonds, lines of credit and/or insurance, please contact our office.

Integrity Environmental Consultants, Inc.
130 Vantis - Suite 130
Aliso Viejo, CA 92656
Tel.: (949) 586-1414 • Fax.: (949) 586-5922
Contact: Massoud Rahdari

integrity ENVIRONMENTAL

August 12, 2010

Via Facsimile to (626) 796-5282
Three (3) Pages Transmitted

EMS Laboratories
117 W. Bellevue Drive
Pasadena, California 91105-2503

Re: Requesting sub-bids from qualified MBE/WBE/OBE

To Whom It May Concern:

Integrity Environmental Consultants, Inc. (Integrity) is bidding on the project listed below.

ASBESTOS, LEAD (PB), MOLD AND OTHER HAZARDOUS MATERIAL ASSESSMENT, AIR MONITORING AND ABATEMENT OVERSIGHT
CITY OF LOS ANGELES – DEPARTMENT OF GENERAL SERVICES, CONSTRUCTION FORCES DIVISION
IFB Number 0111201001
BID DATE: AUGUST 23, 2010 AT 1:00 PM

Integrity is seeking sub-bids from MBE/WBE/OBE sub-contractors and has selected your firm for providing analytical laboratory on this project.

Attached, please find a blank copy of schedule of prices for your use.

Would you please complete the applicable items and return to our office no later than August 16, 2010?

Would you also provide a copy of your firm MBE/WBE/OBE certifications along with the completed schedule of prices?

For information on the availability of plans, specifications, copy of bid proposals and the bidders policy concerning assistance to subcontractors in obtaining bonds, lines of credit and/or insurance are available at our offices, listed below on Monday through Friday from 8:00 am to 5:00 pm.

Integrity is willing to assist all interested MBE/WBE/OBE sub-contractors in obtaining bonds, lines of credit and/or insurance.

We appreciate your interest and are looking forward to working with you on this contract.

Cordially,

Massoud Rahdari, Principal

a: 130 Vantis, Suite 130
Aliso Viejo, California 92656

t: 949.586.1414
f: 949.586.5922

w: integrityenvironmental.com

Addressee	Start Time	Time	Prints	Result	Note
16267965282	08-13 11:01	00:02:21	003/003	OK	

Note TMR: Timer TX, POL: Polling, ORG: Original Size Setting, FME: Frame Erase TX, MIX: Mixed Original TX, CALL: Manual TX, CSAC: CSAC, FWD: Forward, PC: PC-Fax, BND: Double-Sided Binding Direction, SPI: Special Original, FCODE: F-code, RTX: Re-TX, RLY: Relay, MBX: Confidential, BUL: Bulletin, SIP: SIP Fax, IPADR: IP Address Fax, I-FAX: Internet Fax

Result OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF, TEL: RX from TEL, NG: Other Error, Cont: Continue, No Ans: No Answer, Refuse: Receipt Refused, Busy: Busy, M-Full:Memory Full, LOVR:Receiving length Over, POVR:Receiving page Over, FIL:File Error, DC:Decode Error, MDN:MDN Response Error, DSN:DSN Response Error.

integrity ENVIRONMENTAL

August 12, 2010

Via Facsimile to (626) 796-5282
Three (3) Pages Transmitted

EMS Laboratories
117 W. Bellevue Drive
Pasadena, California 91105-2505

Re: Requesting sub-bids from qualified MBE/WBE/OBE

To Whom it May Concern:

Integrity Environmental Consultants, Inc. (Integrity) is bidding on the project listed below.

ASBESTOS, LEAD (PB), MOLD AND OTHER HAZARDOUS MATERIAL ASSESSMENT, AIR MONITORING AND ABATEMENT OVERSIGHT
CITY OF LOS ANGELES – DEPARTMENT OF GENERAL SERVICES, CONSTRUCTION FORCES DIVISION
IFB NUmber 011120100T
BID DATE: AUGUST 25, 2010 AT 1:00 PM

Integrity is seeking sub-bids from MBE/WBE/OBE sub-contractors and has selected your firm for providing analytical laboratory on this project.

Attached, please find a blank copy of schedule of prices for your use.

Would you please complete the applicable items and return to our office no later than August 16, 2010?

Would you also provide a copy of your firm MBE/WBE/OBE certifications along with the completed schedule of prices?

For information on the availability of plans, specifications, copy of bid proposals and the bidders policy concerning assistance to subcontractors in obtaining bonds, lines of credit and/or insurance are available at our offices, listed below on Monday through Friday from 8:00 am to 5:00 pm.

Integrity is willing to assist all interested MBE/WBE/OBE sub-contractors in obtaining bonds, lines of credit and/or insurance.

We appreciate your interest and are looking forward to working with you on this contract.

Cordially,

Massoud Rahdari, Principal

ad 130 Ventis, Suite 130
Aliso Viejo, California 92656
t 949.586.1414
f 949.586.5922
w integrityenvironmental.com

integrity ENVIRONMENTAL

August 12, 2010

Via Facsimile to (310) 834-4772
Three (3) Pages Transmitted

AmeriSci Los Angeles
24416 S. Main Street – Suite 308
Carson, California 90745

Re: Requesting sub-bids from qualified MBE/WBE/OBE

To Whom It May Concern:

Integrity Environmental Consultants, Inc. (Integrity) is bidding on the project listed below.

ASBESTOS, LEAD (PB), MOLD AND OTHER HAZARDOUS MATERIAL ASSESSMENT, AIR MONITORING AND ABATEMENT OVERSIGHT
CITY OF LOS ANGELES – DEPARTMENT OF GENERAL SERVICES, CONSTRUCTION FORCES DIVISION
IFB Number 0111201001
BID DATE: AUGUST 23, 2010 AT 1:00 PM

Integrity is seeking sub-bids from MBE/WBE/OBE sub-contractors and has selected your firm for providing analytical laboratory on this project.

Attached, please find a blank copy of schedule of prices for your use.

Would you please complete the applicable items and return to our office no later than August 16, 2010?

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We appreciate your interest and are looking forward to working with you on this contract.

Cordially,

Massoud Rahdari, Principal

a: 130 Vantis, Suite 130
Aliso Viejo, California 92656

t: 949.586.1414
f: 949.586.5922

w: integrityenvironmental.com

Addressee	Start Time	Time	Prints	Result	Note
13108344772	08-13 10:41	00:02:27	003/003	OK	

Note TMR: Timer TX, POL: Polling, ORG: Original Size Setting, FME: Frame Erase TX, MIX: Mixed Original TX, CALL: Manual TX, CSNC: CSNC, FWD: Forward, PC: PC-Fax, BND: Double-Sided Binding Direction, SP: Special original, FCODE: F-code, ATX: Re-TX, RLY: Relay, MBX: Confidential, BOL: Bulletin, SIP: SIP Fax, IPADR: IP Address Fax, I-FAX: Internet Fax

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integrity ENVIRONMENTAL

August 12, 2010

Via Facsimile to (310) 834-4772
Three (3) Pages Transmitted

AmeriSci Los Angeles
24416 S. Main Street – Suite 308
Carson, California 90745

Re: Requesting sub-bids from qualified MBE/WBE/OBE

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Integrity Environmental Consultants, Inc. (Integrity) is bidding on the project listed below.

ASBESTOS, LEAD (PB), MOLD AND OTHER HAZARDOUS MATERIAL ASSESSMENT, AIR MONITORING AND ABATEMENT OVERSIGHT
CITY OF LOS ANGELES – DEPARTMENT OF GENERAL SERVICES, CONSTRUCTION FORCES DIVISION
IFB Number 0111201001
BID DATE: AUGUST 23, 2010 AT 1:00 PM

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Cordially,

Massoud Rahdari, Principal

ar 320 Vaquero, Suite 330
Aliso Viejo, California 92656
t 949.586.1414
f 949.586.1022
wi integrityenvironmental.com

integrity
ENVIRONMENTAL

August 12, 2010

Via Facsimile to (626) 454-4849
Three (3) Pages Transmitted

Micron Environmental Labs
3565 Lexington Avenue
El Monte, California 91731

Re: Requesting sub-bids from qualified MBE/WBE/OBE

To Whom It May Concern:

Integrity Environmental Consultants, Inc. (Integrity) is bidding on the project listed below.

ASBESTOS, LEAD (PB), MOLD AND OTHER HAZARDOUS MATERIAL ASSESSMENT, AIR MONITORING AND ABATEMENT OVERSIGHT
CITY OF LOS ANGELES – DEPARTMENT OF GENERAL SERVICES, CONSTRUCTION FORCES DIVISION
IFB Number 0111201001
BID DATE: AUGUST 23, 2010 AT 1:00 PM

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Massoud Rahdari, Principal

a: 130 Vantis, Suite 130
Aliso Viejo, California 92656

t: 949.586.1414
f: 949.586.5922

w: integrityenvironmental.com

Addressee	Start Time	Time	Prints	Result	Note
16264544849	08-13 11:04	00:00:58	003/003	OK	

Note TNR: Timer TX, POL: Polling, ORG: Original Size Setting, FME: Frame Erase TX, MIX: Mixed Original TX, CALL: Manual TX, CSRC: CSRC, FWD: Forward, PC: PC-Fax, BND: Double-Sided Binding Direction, SP: Special Original, FCODE: F-code, RTY: Re-TX, RLY: Relay, MBX: Confidential, BUL: Bulletin, SIP: SIP Fax, IPADR: IP Address Fax, I-FAX: Internet Fax

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integrity
ENVIRONMENTAL

August 12, 2010

Via Facsimile to (626) 454-4849
Three (3) Pages Transmitted

Micron Environmental Labs
3565 Lexington Avenue
El Monte, California 91731

Re: Requesting sub-bids from qualified MBE/WBE/OBE

To Whom It May Concern:

Integrity Environmental Consultants, Inc. (Integrity) is bidding on the project listed below.

ASBESTOS, LEAD (PB), MOLD AND OTHER HAZARDOUS MATERIAL ASSESSMENT, AIR MONITORING AND ABATEMENT OVERSIGHT
CITY OF LOS ANGELES – DEPARTMENT OF GENERAL SERVICES, CONSTRUCTION FORCES DIVISION
IFB Number 011201001
BID DATE: AUGUST 23, 2010 AT 1:00 PM

Integrity is seeking sub-bids from MBE/WBE/OBE sub-contractors and has selected your firm for providing analytical laboratory on this project.

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Cordially,

Massoud Rahdari, Principal

a: 130 Ventis, Suite 130
Aliso Viejo, California 92656
p: 949.585.1414
f: 949.888.9972
w: integrityenvironmental.com

CITY OF LOS ANGELES
DEPARTMENT OF GENERAL SERVICES
CONSTRUCTION FORCES DIVISION
SCHEDULE OF PRICES

NOTE: BIDS MUST BE IN INK OR TYPEWRITTEN. NO BIDS IN PENCIL WILL BE CONSIDERED. LINE ITEMS SHALL BE EXCLUSIVE OF SALES TAX. BIDDER WILL NOT BE RELEASED ON ACCOUNT OF ERRORS.

LINE ITEM #	DESCRIPTION	Hourly Rates			
		Regular Time	Regular OT	Holiday Time	Holiday OT
1	**CAL-DOSH Certified Asbestos Consultant:** shall have the appropriate experience and certifications to provide occupational and environmental assessment, evaluations and reports.	$	$	$	$
2	**CAL-DOSH Certified Site Surveillance Technician**: shall have the appropriate experience and certifications to oversee the on-site asbestos abatement contractor, monitoring on-site air, performing asbestos building services.	$	$	$	$
3	**CDPH Certified Lead Project Monitor:** shall have appropriate experience and certifications to monitor on-site lead air, overseeing contractor performance, and collecting lead dust wipes and pre-post abatement wipes.	$	$	$	$
4	**CDPH Certified Lead Inspector/Risk Assessor:** shall have appropriate experience and certifications to do surveying for lead base paint, performing site risk assessment, collecting lead dust wipes and pre-post abatement wipes.	$	$	$	$
5	**CDPH Certified Lead Sampling Technician:** shall have appropriate experience and certifications to collect bulk samples under supervision of a Certified Lead Inspector /Risk Assessor.	$	$	$	$
6	**Certified Industrial Hygienist:** shall have the appropriate experience and certifications to perform occupational and environmental risk assessments, developing and evaluating project specifications. The Industrial Hygienist must be certified by the American Board of Industrial Hygiene.	$	$	$	$
7	**EPA Accredited Instructor/Trainer:** shall have appropriate experience and certifications to perform asbestos, lead and hazardous material training.	$	$	$	$
8	**IAQA Certified Microbial Investigator:** shall have appropriate experience and certifications to identify and account for microbial contamination and recommends appropriate remediation strategies.	$	$	$	$
9	**Project Manager:** shall have appropriate experience and certifications to review and oversee overall project operations and will accept full responsibilities for project completion.	$	$	$	$
10	**Clerical Work / Report Writing:** shall have the experience in writing reports, various software, setting up and scheduling jobs and gathering field data. Quote Hourly Rates:	$	$	$	$
11	**XRF (X-Ray Fluorescent) Lead (Pb) Paint Analyzer**: portable instrument. Labor and equipment cost.	$ / day			
12	**Overhead and Profit:** will apply to line item #s 1 to 11 only. Quote Percentage Mark-up.	%			
13	**Assessment, air monitoring and/or abatement oversight of other hazardous materials.** Contractor shall provide either a not-to-exceed price or a lump sum price, to be determined by the City when bidding per project.	**NO BID NECESSARY – BID PER PROJECT**			

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

ITEM #	DESCRIPTION	Rates for the Analysis of Sample(s) based on Turnaround Results				
		Up to 4 Hours	8 Hours	24 Hours	48 Hours	3 to 5 Days
14	Analysis of Asbestos Airborne Sample using Phase Contrast Microscopy (PCM) Analysis.	$	$	$	$	$
15	Analysis of Asbestos Airborne Sample using Transmission Electron Microscopy (TEM) Analysis.	$	$	$	$	$
16	Analysis of Asbestos Bulk Sample using Transmission Electron Microscopy (TEM) Analysis.	$ Qualitative 4-hr	$	$	$	$
17	Analysis of Asbestos Bulk Sample using Polarized Light Microscopy (PLM) Analysis.	$	$	$	$	$
18	Analysis of Asbestos Micro-Vac Samples	N/A	N/A	$	$	$
19	Analysis of Lead/Wipes/Air Samples or Bulk Samples.	N/A	$	$	$	$
20	Lead Waste Characterization for Total Threshold Limit Concentrations (TTLC) Analysis.	N/A	$	$	$	$
21	Lead Waste Characterization for Soluble Threshold Limit Concentration (STLC) Analysis.	N/A	$	$	$	$
22	Threshold Toxicity Characteristic Leaching Procedure (TTCLP)	N/A	$	$	$	$
23	Analysis of Mold Air Samples (both viable and non-viable)	$	$	$	$	$
4	Analysis of Mold Tape Lifts	$	$	$	$	$
25	Analysis of Mold Swab Samples	$	$	$	$	$

NOTES:

1. The rates above are inclusive of labor, equipment, gear and all other materials necessary to properly execute and complete the job.
2. Hourly rates include travel time, mileage and other incidental costs.
3. Contractors are mandated to honor the rates reflected on the Schedule of Prices for the initial term of the contract.

PAYMENT DISCOUNT TERMS:

Payment terms are Net 30 days unless bidder otherwise quotes cash discount terms in the box below. The bidder agrees to offer the City any payment discount terms that are offered to its best customers and apply such discount to payments made that meet the discount terms.

Cash discounts offered for payment less than 25 days will not be considered by the City when evaluating bids. All cash discounts shall be taken and computed from the date of delivery or completion and acceptance of the materials and/or service, or from the date of receipt of the invoice, whichever is latest. Partial payments may be made by the City upon receipt of the Contractor's invoice. The City reserves the right to withhold payment until a copy of the invoice is received from the contractor.

Payment Discount offered to the City: _____% for payment within _____ days.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

integrity ENVIRONMENTAL

August 12, 2010

Via Facsimile to (208) 979-5794
Three (3) Pages Transmitted

Ethos Group, Inc.
1320 N. Wilton Place
Los Angeles, California 90028

Re: Requesting sub-bids from qualified MBE/WBE/OBE

To Whom It May Concern:

Integrity Environmental Consultants, Inc. (Integrity) is bidding on the project listed below.

ASBESTOS, LEAD (PB), MOLD AND OTHER HAZARDOUS MATERIAL ASSESSMENT, AIR MONITORING AND ABATEMENT OVERSIGHT
CITY OF LOS ANGELES – DEPARTMENT OF GENERAL SERVICES, CONSTRUCTION FORCES DIVISION
IFB Number 0111201001
BID DATE: AUGUST 23, 2010 AT 1:00 PM

Integrity is seeking sub-bids from MBE/WBE/OBE sub-contractors and has selected your firm for providing Advertising and marketing research services on this project.

Attached, please provide a list of services as well as schedule of fees to our office no later than August 16, 2010?

Would you also provide a copy of your firm MBE/WBE/OBE certifications along with the completed schedule of prices?

For information on the availability of plans, specifications, copy of bid proposals and the bidders policy concerning assistance to subcontractors in obtaining bonds, lines of credit and/or insurance are available at our offices, listed below on Monday through Friday from 8:00 am to 5:00 pm.

Integrity is willing to assist all interested MBE/WBE/OBE sub-contractors in obtaining bonds, lines of credit and/or insurance.

We appreciate your interest and are looking forward to working with you on this contract.

Cordially,

Massoud Rahdari, Principal

a: 130 Vantis, Suite 130
Aliso Viejo, California 92656

t: 949.586.1414
f: 949.586.5922

w: integrityenvironmental.com

Addressee	Start Time	Time	Prints	Result	Note
13106519600	08-13 11:23	00:00:44	001/001	OK	

Note TMR: Timer TX, POL: Polling, ORG: Original Size Setting, FME: Frame Erase TX, MIX: Mixed Original TX, CALL: Manual TX, CSAC: CSAC, FWD: Forward, PC: PC-Fax, BND: Double-Sided Binding Direction, SP: Special original, FCODE: F-code, ATX: Re-TX, RLY: Relay, MBX: Confidential, BUL: Bulletin, SIP: SIP Fax, IPADR: IP Address Fax, I-FAX: Internet Fax

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integrity ENVIRONMENTAL

August 12, 2010

Via Facsimile to (310) 651-9600
Three (3) Pages Transmitted

Conexion Public Relations, Inc.
1520-D Cloverfield Boulevard
Santa Monica, California 90404

Re: Requesting sub-bids from qualified MBE/WBE/OBE

To Whom It May Concern:

Integrity Environmental Consultants, Inc. (Integrity) is bidding on the project listed below.

ASBESTOS, LEAD (PB), MOLD AND OTHER HAZARDOUS MATERIAL ASSESSMENT, AIR MONITORING AND ABATEMENT OVERSIGHT
CITY OF LOS ANGELES – DEPARTMENT OF GENERAL SERVICES, CONSTRUCTION FORCES DIVISION
IFB Number 0711201001
BID DATE: AUGUST 23, 2010 AT 1:00 PM

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Massoud Rahdari, Principal

130 Ventek, Suite 130
Aliso Viejo, California 92656
t: 949.362.1616
f: 949.864.2932
w: integrityenvironmental.com

Addressee	Start Time	Time	Prints	Result	Note
12089795794	08-17 14:35	00:00:39	000/001	Cont	
12089795794	08-17 14:38	00:00:40	001/001	OK	

Note TMR: Timer TX, POL: Polling, ORG: Original Size Setting, FME: Frame Erase Tx,
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integrity ENVIRONMENTAL

August 12, 2010

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1320 N. Wilton Place
Los Angeles, California 90028

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a: 130 Vanip, Suite 130
Aliso Viejo, California 92656
t: 949.586.1414
f: 949.586.5922
w: integrityenvironmental.com

CITY OF LOS ANGELES

Bureau of Contract Administration

"quality doesn't cost - it pays"

CITY OF LOS ANGELES DEPT OF PUBLIC WORKS
Bureau of Contract Administration
QUALITY • OPPORTUNITY • COMPLIANCE

CONSTRUCTION

Inspection
- Obtain an Inspector
- Special Permits
- Final Inspection

Payments
- Your Progress Payment

Subcontractors
- Subcontractor Approval
- Subcontractor Substitution

Material Control
- Lab. Test Results
- Shop Inspection Information

More
- "B" Permit Status
- Construction Activity
- Contractor Responsibility

CONTRACT COMPLIANCE
- DBE/MBE/WBE Listing
- Small Local Business Listing
- Contract Compliance
- Subcontractor Outreach
- Labor Compliance Manual
- Current Living Wage
- PLA / Local Hiring
- Good Faith Effort Tips

MORE
- Safety
- Bureau Manual
- LA Business Assistance (BAVN)
- Frequently Asked Questions
- More Links

Single Company Information

Company Name:	Ethos Group, Inc.
DBA:	Ethos Agency
Company Phone:	(866) 798-5577 x 111
Company Fax:	(208) 979-5794
Email Address:	ivan@ethosagency.com
Company Address:	1320 N. Wilton Place
Building:	
City/State/Zip:	Los Angeles, CA 90028
Contact Name:	Cevallos, Ivan
DMW NAICS Codes:	541613 / 541810 / 541820 / 541930
DMW NAICS Description:	Marketing Consulting Services / Advertising Agencies / Public Relations Agencies / Translation and Interpretation Services
ACDBE NAICS Codes:	
ACDBE NAICS Description:	
DBE Certified:	02/13/2009
MBE Certified:	02/13/2009
WBE Certified:	
ACDBE Certified:	
Ethnicity Code:	Hispanic American

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Disclaimer

integrity ENVIRONMENTAL

August 12, 2010

Via Facsimile to (818) 507-5666
Three (3) Pages Transmitted

Caroline Promotions, Inc.
333 South Central Avenue
Glendale, California 9124-4755

Re: Requesting sub-bids from qualified MBE/WBE/OBE

To Whom It May Concern:

Integrity Environmental Consultants, Inc. (Integrity) is bidding on the project listed below.

ASBESTOS, LEAD (PB), MOLD AND OTHER HAZARDOUS MATERIAL ASSESSMENT, AIR MONITORING AND ABATEMENT OVERSIGHT
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Cordially,

Massoud Rahdari, Principal

a: 130 Vantis, Suite 130
Aliso Viejo, California 92656

t: 949.586.1414
f: 949.586.5922

w: integrityenvironmental.com

Addressee	Start Time	Time	Prints	Result	Note
18185075666	08-13 11:15	00:00:49	001/001	OK	

Note TMR: Timer TX, POL: Polling, ORG: Original Size Setting, FME: Frame Erase TX, MIX: Mixed Original TX, CALL: Manual TX, CSRC: CSRC, F00: Forward, PC: PC-Fax, BND: Double-Sided Binding Direction, SP: Special Original, FCODE: F-Code, RTX: Re-TX, RLY: Relay, MBX: Confidential, BUL: Bulletin, SIP: SIP Fax, IPADR: IP Address Fax, I-FAX: Internet Fax

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August 12, 2010

Via Facsimile to (818) 507-5666
Three (3) Pages Transmitted

Caroline Promotions, Inc.
333 South Central Avenue
Glendale, California 9124-4755

Re: Requesting sub-bids from qualified MBE/WBE/OBE

To Whom it May Concern:

Integrity Environmental Consultants, Inc. (Integrity) is bidding on the project listed below.

ASBESTOS, LEAD (PB), MOLD AND OTHER HAZARDOUS MATERIAL ASSESSMENT, AIR MONITORING AND ABATEMENT OVERSIGHT
CITY OF LOS ANGELES – DEPARTMENT OF GENERAL SERVICES, CONSTRUCTION FORCES DIVISION
IFB Number 0111207003
BID DATE: AUGUST 25, 2010 AT 1:00 PM

Integrity is seeking sub-bids from MBE/WBE/OBE sub-contractors and has selected your firm for providing Advertising and marketing research services on this project.

Attached, please provide a list of services as well as schedule of fees to our office no later than August 16, 2010?

Would you also provide a copy of your firm MBE/WBE/OBE certifications along with the completed schedule of prices?

For information on the availability of plans, specifications, copy of bid proposals and the bidders policy concerning assistance to subcontractors in obtaining bonds, lines of credit and/or insurance are available at our offices, listed below on Monday through Friday from 8:00 am to 5:00 pm.

Integrity is willing to assist all interested MBE/WBE/OBE sub-contractors in obtaining bonds, lines of credit and/or insurance.

We appreciate your interest and are looking forward to working with you on this contract.

Cordially,

Massoud Randari, Principal

a: 130 Vanlid, Suite 130
Aliso Viejo, California 92656
t: 949.586.1424
f: 949.586.5927
w: integrityenvironmental.com

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- PLA / Local Hiring
- Good Faith Effort Tips

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- Safety
- Bureau Manual
- LA Business Assistance (BAVN)
- Frequently Asked Questions
- More Links

Single Company Information

Company Name:	Caroline Promotions, Inc
DBA:	
Company Phone:	(818) 507-7666
Company Fax:	(818) 507-5666
Email Address:	caro@carolinepromotions.com
Company Address:	333 South Central Avenue
Building:	Ste 104
City/State/Zip:	Glendale, CA 91204-4755
Contact Name:	Jovenich, Ana Carolina
DMW NAICS Codes:	541613 / 541870 / 541910 / 561920
DMW NAICS Description:	Marketing Consulting Services / Advertising Material Distribution Services / Marketing Research and Public Opinion Polling / Convention and Trade Show Organizers
ACDBE NAICS Codes:	541613
ACDBE NAICS Description:	Marketing Consulting Services
DBE Certified:	
MBE Certified:	04/11/2008
WBE Certified:	04/11/2008
ACDBE Certified:	
Ethnicity Code:	Hispanic American

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August 12, 2010

Via Facsimile to (310) 651-9600
Three (3) Pages Transmitted

Conexion Public Relations, Inc.
1520-D Cloverfield Boulevard
Santa Monica, California 90404

Re: Requesting sub-bids from qualified MBE/WBE/OBE

To Whom It May Concern:

Integrity Environmental Consultants, Inc. (Integrity) is bidding on the project listed below.

ASBESTOS, LEAD (PB), MOLD AND OTHER HAZARDOUS MATERIAL ASSESSMENT, AIR MONITORING AND ABATEMENT OVERSIGHT
CITY OF LOS ANGELES – DEPARTMENT OF GENERAL SERVICES, CONSTRUCTION FORCES DIVISION
IFB Number 0111201001
BID DATE: AUGUST 23, 2010 AT 1:00 PM

Integrity is seeking sub-bids from MBE/WBE/OBE sub-contractors and has selected your firm for providing Advertising and marketing research services on this project.

Attached, please provide a list of services as well as schedule of fees to our office no later than August 16, 2010?

Would you also provide a copy of your firm MBE/WBE/OBE certifications along with the completed schedule of prices?

For information on the availability of plans, specifications, copy of bid proposals and the bidders policy concerning assistance to subcontractors in obtaining bonds, lines of credit and/or insurance are available at our offices, listed below on Monday through Friday from 8:00 am to 5:00 pm.

Integrity is willing to assist all interested MBE/WBE/OBE sub-contractors in obtaining bonds, lines of credit and/or insurance.

We appreciate your interest and are looking forward to working with you on this contract.

Cordially,

Massoud Rahdari, Principal

a: 130 Vantis, Suite 130
Aliso Viejo, California 92656

t: 949.586.1414
f: 949.586.5922

w: integrityenvironmental.com

Addressee	Start Time	Time	Prints	Result	Note
12089795794	08-13 11:10	00:00:29	000/001	Cont	
12089795794	08-13 11:14	00:00:39	000/001	NG	

Note TMR: Timer TX, POL: Polling, ORG: Original Size Setting, FME: Frame Erase TX, MIX: Mixed Original TX, CALL: Manual TX, CSAC: CSAC, FWD: Forward, PC: PC-Fax, BND: Double-Sided Binding Direction, SD: Special original, FCODE: F-code, RTX: Re-TX, RLY: Relay, MBX: Confidential, BUL: Bulletin, SIP: SIP Fax, IPADR: IP Address Fax, I-FAX: Internet Fax

Result OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF, TEL: RX from TEL, NG: Other Error, Cont: Continue, No Ans: No Answer, Refuse: Receipt Refused, Busy: Busy, M-Full:Memory Full, LOVR:Receiving length Over, POVR:Receiving page Over, FIL:File Error, DC:Decode Error, MDN:MDN Response Error, DSN:DSN Response Error.

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August 12, 2010

Via Facsimile to (208) 978-5794
Three (3) Pages Transmitted

Ethos Group, Inc.
1320 N. Wilton Place
Los Angeles, California 90028

Re: Requesting sub-bids from qualified MBE/WBE/OBE

To whom it May Concern:

Integrity Environmental Consultants, Inc. (Integrity) is bidding on the project listed below.

ASBESTOS, LEAD (PB), MOLD AND OTHER HAZARDOUS MATERIAL ASSESSMENT, AIR MONITORING AND ABATEMENT OVERSIGHT
CITY OF LOS ANGELES – DEPARTMENT OF GENERAL SERVICES, CONSTRUCTION FORCES DIVISION
IFB Number 0111201001
BID DATE: AUGUST 25, 2010 AT 1:00 PM

Integrity is seeking sub-bids from MBE/WBE/OBE sub-contractors and has selected your firm for providing Advertising and marketing research services on this project.

Attached, please provide a list of services as well as schedule of fees to our office no later than August 16, 2010?

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Massoud Rahdari, Principal

ml 130 Ventis, Suite 130
Aliso Viejo, California 92656
p 949.586.1414
f 949.586.5922
wt integrityenvironmental.com

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- Current Living Wage
- PLA / Local Hiring
- Good Faith Effort Tips

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- LA Business Assistance (BAVN)
- Frequently Asked Questions
- More Links

Single Company Information

Company Name:	Conexion Public Relations, Inc.
DBA:	
Company Phone:	310-921-7800
Company Fax:	310-651-9600
Email Address:	
Company Address:	1520-D Cloverfield Blvd.
Building:	
City/State/Zip:	Santa Monica, CA 90404
Contact Name:	Alban, Gabriela
DMW NAICS Codes:	541810 / 541820 / 541830 / 541860
DMW NAICS Description:	Advertising Agencies / Public Relations Agencies / Media Buying Agencies / Direct Mail Advertising
ACDBE NAICS Codes:	
ACDBE NAICS Description:	
DBE Certified:	
MBE Certified:	01/12/2007
WBE Certified:	
ACDBE Certified:	
Ethnicity Code:	Hispanic American

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August 12, 2010

Via Facsimile to (626) 584-0907
Three (3) Pages Transmitted

Pasadena Advertising
51 West Dayton Street – Suite 100
Pasadena, California 91105

Re: Requesting sub-bids from qualified MBE/WBE/OBE

To Whom It May Concern:

Integrity Environmental Consultants, Inc. (Integrity) is bidding on the project listed below.

ASBESTOS, LEAD (PB), MOLD AND OTHER HAZARDOUS MATERIAL ASSESSMENT, AIR MONITORING AND ABATEMENT OVERSIGHT
CITY OF LOS ANGELES – DEPARTMENT OF GENERAL SERVICES, CONSTRUCTION FORCES DIVISION
IFB Number 0111201001
BID DATE: AUGUST 23, 2010 AT 1:00 PM

Integrity is seeking sub-bids from MBE/WBE/OBE sub-contractors and has selected your firm for providing Advertising and marketing research services on this project.

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Integrity is willing to assist all interested MBE/WBE/OBE sub-contractors in obtaining bonds, lines of credit and/or insurance.

We appreciate your interest and are looking forward to working with you on this contract.

Cordially,

Massoud Rahdari, Principal

a: 130 Vantis, Suite 130
Aliso Viejo, California 92656

t: 949.586.1414
f: 949.586.5922

w: integrityenvironmental.com

Addressee	Start Time	Time	Prints	Result	Note
16265840907	08-13 12:20	00:00:23	001/001	OK	

Note TMR: Timer TX, POL: Polling, ORG: Original Size Setting, FME: Frame Erase TX, MIX: Mixed Original TX, CALL: Manual TX, CSRC: CSRC, FWD: Forward, PC: PC-Fax, BND: Double-Sided Binding Direction, SP: Special original, PCODE: P-code, RTX: Re-TX, RLY: Relay, MBX: Confidential, BUL: Bulletin, SIP: SIP Fax, IPADR: IP Address Fax, I-FAX: Internet Fax

Result OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF, TEL: RX from TEL, NG: Other Error, Cont: Continue, No Ans: No Answer, Refuse: Receipt Refused, Busy: Busy, M-Full:Memory Full, LOVR:Receiving length Over, POVR:Receiving page Over, FIL:File Error, DC:Decode Error, MDN:MDN Response Error, DSN:DSN Response Error.

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August 12, 2010

Via Facsimile to (626) 584-0907
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Pasadena Advertising
51 West Dayton Street – Suite 100
Pasadena, California 91105

Re: Requesting sub-bids from qualified MBE/WBE/OBE

To Whom It May Concern:

Integrity Environmental Consultants, Inc. (Integrity) is bidding on the project listed below.

ASBESTOS, LEAD (PB), MOLD AND OTHER HAZARDOUS MATERIAL ASSESSMENT, AIR MONITORING AND ABATEMENT OVERSIGHT
CITY OF LOS ANGELES – DEPARTMENT OF GENERAL SERVICES, CONSTRUCTION FORCES DIVISION
IFB Number 0111201001
BID DATE: AUGUST 25, 2010 AT 1:00 PM

Integrity is seeking sub-bids from MBE/WBE/OBE sub-contractors and has selected your firm for providing Advertising and marketing research services on this project.

Attached, please provide a list of services as well as schedule of fees to our office no later than August 16, 20107

Would you also provide a copy of your firm MBE/WBE/OBE certifications along with the completed schedule of prices?

For information on the availability of plans, specifications, copy of bid proposals and the bidders policy concerning assistance to subcontractors in obtaining bonds, lines of credit and/or insurance are available at our offices, listed below on Monday through Friday from 8:00 am to 5:00 pm.

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We appreciate your interest and are looking forward to working with you on this contract.

Cordially,

Massoud Rahdari, Principal

ai 130 Ventis, Suite 130
Aliso Viejo, California 92656
ph 949.845.1414
fx 949.586.5022
wi integrityenvironmental.com

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- Subcontractor Outreach
- Labor Compliance Manual
- Current Living Wage
- PLA / Local Hiring
- Good Faith Effort Tips

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- LA Business

Single Company Information

Company Name:	Pasadena Agency
DBA:	Pasadena Advertising
Company Phone:	(626) 584-0011
Company Fax:	(626) 584-0907
Email Address:	suzanne@pasadenaadv.com
Company Address:	51 West Dayton St.,
Building:	100
City/State/Zip:	Pasadena, CA 91105
Contact Name:	Marks, Suzanne
DMW NAICS Codes:	541810 / 541820
DMW NAICS Description:	Advertising Agencies / Public Relations Agencies
ACDBE NAICS Codes:	
ACDBE NAICS Description:	
DBE Certified:	
MBE Certified:	
WBE Certified:	02/24/2010
ACDBE Certified:	
Ethnicity Code:	Caucasian

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August 12, 2010

Via Facsimile to (714) 662-6001
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Brilogy Corporation
P.O. Box 1800
Costa Mesa, California 92628

Re: Requesting sub-bids from qualified MBE/WBE/OBE

To Whom It May Concern:

Integrity Environmental Consultants, Inc. (Integrity) is bidding on the project listed below.

ASBESTOS, LEAD (PB), MOLD AND OTHER HAZARDOUS MATERIAL ASSESSMENT, AIR MONITORING AND ABATEMENT OVERSIGHT
CITY OF LOS ANGELES – DEPARTMENT OF GENERAL SERVICES, CONSTRUCTION FORCES DIVISION
IFB Number 0111201001
BID DATE: AUGUST 23, 2010 AT 1:00 PM

Integrity is seeking sub-bids from MBE/WBE/OBE sub-contractors and has selected your firm for providing Computer and Software Services on this project.

Attached, please provide a list of services as well as schedule of fees to our office no later than August 16, 2010?

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We appreciate your interest and are looking forward to working with you on this contract.

Cordially,

Massoud Rahdari, Principal

a: 130 Vantis, Suite 130
Aliso Viejo, California 92656

t: 949.586.1414
f: 949.586.5922

w: integrityenvironmental.com

Addressee	Start Time	Time	Prints	Result	Note
17146626001	08-13 11:52	00:00:41	001/001	OK	

Note TMA: Timer TX, POL: Polling, ORG: Original Size Setting, FME: Frame Erase TX, MIX: Mixed Original TX, CALL: Manual TX, CSAC: CSAC, FWD: Forward, PC: PC-Fax, BND: Double-Sided Binding Direction, SP: Special Original, FCODE: F-Code, RTX: Re-TX, RLY: Relay, MBX: Confidential, BOL: Bulletin, SIP: SIP Fax, IPADR: IP Address Fax, I-FAX: Internet Fax

Result OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF, TEL: RX from TEL, NG: Other Error, Cont: Continue, No Ans: No Answer, Refuse: Receipt Refused, Busy: Busy, M-Full:Memory Full, LOVR:Receiving length Over, POVR:Receiving page Over, FIL:File Error, DC:Decode Error, MDN:MDN Response Error, DSN:DSN Response Error.

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August 12, 2010

Via Facsimile to (714) 662-6001
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Brilogy Corporation
P.O. Box 1800
Costa Mesa, California 92628

Re: Requesting sub-bids from qualified MBE/WBE/OBE

To Whom It May Concern:

Integrity Environmental Consultants, Inc. (Integrity) is bidding on the project listed below.

ASBESTOS, LEAD (PB), MOLD AND OTHER HAZARDOUS MATERIAL ASSESSMENT, AIR MONITORING AND ABATEMENT OVERSIGHT
CITY OF LOS ANGELES – DEPARTMENT OF GENERAL SERVICES, CONSTRUCTION FORCES DIVISION
IFB Number 0111201001
BID DATE: AUGUST 25, 2010 AT 1:00 PM

Integrity is seeking sub-bids from MBE/WBE/OBE sub-contractors and has selected your firm for providing Computer and Software Services on this project.

Attached, please provide a list of services as well as schedule of fees to our office no later than August 16, 2010?

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Cordially,

Massoud Rahdari, Principal

a1 130 Ventis, Suite 130
Aliso Viejo, California 92656

p 949.586.1414
f 949.586.6933

w integrityenvironmental.com

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- PLA / Local Hiring
- Good Faith Effort Tips

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- LA Business Assistance (BAVN)
- Frequently Asked Questions
- More Links

Single Company Information

Company Name:	Brilogy Corporation
DBA:	
Company Phone:	714.662.6000 x 1003
Company Fax:	714.662.6001
Email Address:	julie.allione@brilogy.com
Company Address:	P.O. Box 1800
Building:	
City/State/Zip:	Costa Mesa, CA. 92628
Contact Name:	Allione, Julie
DMW NAICS Codes:	541511 / 541512 / 561310 / 561320
DMW NAICS Description:	Custom Computer Programming Services / Computer Systems Design Services / Employment Placement Agencies / Temporary Help Services
ACDBE NAICS Codes:	
ACDBE NAICS Description:	
DBE Certified:	
MBE Certified:	
WBE Certified:	01/29/2007
ACDBE Certified:	
Ethnicity Code:	Caucasian

Addressee	Start Time	Time	Prints	Result	Note
17146626001	08-17 14:21	00:00:42	001/001	OK	

Note TMR: Timer TX, POL: Polling, ORG: Original Size Setting, FME: Frame Erase TX, MIX: Mixed Original TX, CALL: Manual TX, CSAC: CSAC, FWD: Forward, PC: PC-Fax, BND: Double-Sided Binding Direction, SP: Special Original, FCODE: F-Code, RTX: Re-TX, RLY: Relay, MBXT: Confidential, BUL: Bulletin, SIP: SIP Fax, IPADR: IP Address Fax, I-FAX: Internet Fax

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August 12, 2010

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Briogy Corporation
P.O. Box 1800
Costa Mesa, California 92628

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ASBESTOS, LEAD (PB), MOLD AND OTHER HAZARDOUS MATERIAL ASSESSMENT, AIR MONITORING AND ABATEMENT OVERSIGHT
CITY OF LOS ANGELES – DEPARTMENT OF GENERAL SERVICES, CONSTRUCTION FORCES DIVISION
IFS Number 0111201009
BID DATE: AUGUST 23, 2010 AT 1:00 PM

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We appreciate your interest and are looking forward to working with you on this contract.

Cordially,

Massoud Rahdari, Principal

ai 130 Vanta, Suite 130
Aliso Viejo, California 92656
t 949.886.2644
f 949.886.8822
w integrityenvironmental.com

integrity ENVIRONMENTAL

August 12, 2010

Via Facsimile to (626) 628-1887
One (1) Page Transmitted

Birdi & Associates, Inc.
3359 Rubio Canyon Road
Altadena, California 91001

Re: Requesting sub-bids from qualified MBE/WBE/OBE

To Whom It May Concern:

Integrity Environmental Consultants, Inc. (Integrity) is bidding on the project listed below.

ASBESTOS, LEAD (PB), MOLD AND OTHER HAZARDOUS MATERIAL ASSESSMENT, AIR MONITORING AND ABATEMENT OVERSIGHT
CITY OF LOS ANGELES – DEPARTMENT OF GENERAL SERVICES, CONSTRUCTION FORCES DIVISION
IFB Number 0111201001
BID DATE: AUGUST 23, 2010 AT 1:00 PM

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Cordially,

Massoud Rahdari, Principal

a: 130 Vantis, Suite 130
Aliso Viejo, California 92656

t: 949.586.1414
f: 949.586.5922

w: integrityenvironmental.com

Addressee	Start Time	Time	Prints	Result	Note
16626281887	08-13 11:56	00:00:56	000/001	No Ans	

Note TMR: Timer TX, POL: Polling, ORG: Original Size Setting, FME: Frame Erase TX, MIX: Mixed Original TX, CALL: Manual TX, CSAC: CSAC, FWD: Forward, PC: PC-Fax, BRD: Double-Sided Binding Direction, SP: Special Original, FCODE: F-Code, ATX: Re-TX, RLY: Relay, MBX: Confidential, BUL: Bulletin, SIP: SIP Fax, IPADR: IP Address Fax, I-FAX: Internet Fax

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August 12, 2010

Via Facsimile to (626) 628-1887
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Birdi & Associates, Inc.
3359 Rubio Canyon Road
Altadena, California 91001

Re: Requesting sub-bids from qualified MBE/WBE/OBE

To Whom It May Concern:

Integrity Environmental Consultants, Inc. (Integrity) is bidding on the project listed below.

ASBESTOS, LEAD (PB), MOLD AND OTHER HAZARDOUS MATERIAL ASSESSMENT, AIR MONITORING AND ABATEMENT OVERSIGHT
CITY OF LOS ANGELES – DEPARTMENT OF GENERAL SERVICES, CONSTRUCTION FORCES DIVISION
IFB Number 0111201001
BID DATE: AUGUST 25, 2010 AT 1:00 PM

Integrity is seeking sub-bids from MBE/WBE/OBE sub-contractors and has selected your firm for providing Computer and Software Services on this project.

Attached, please provide a list of services as well as schedule of fees to our office no later than August 16, 2010?

Would you also provide a copy of your firm MBE/WBE/OBE certifications along with the completed schedule of prices?

For information on the availability of plans, specifications, copy of bid proposals and the bidders policy concerning assistance to subcontractors in obtaining bonds, lines of credit and/or insurance are available at our offices, listed below on Monday through Friday from 8:00 am to 5:00 pm.

Integrity is willing to assist all interested MBE/WBE/OBE sub-contractors in obtaining bonds, lines of credit and/or insurance.

We appreciate your interest and are looking forward to working with you on this contract.

Cordially,

Massoud Rahdari, Principal

m: 130 Vantis, Suite 130
Aliso Viejo, California 92656
t: 949.580.3414
f: 949.586.3922
w: integrityenvironmental.com

CITY OF LOS ANGELES

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- PLA / Local Hiring
- Good Faith Effort Tips

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- LA Business Assistance (BAVN)
- Frequently Asked Questions
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Single Company Information

Company Name:	Birdi & Associates, Inc.
DBA:	
Company Phone:	(626) 840-4741
Company Fax:	(626) 628-1887
Email Address:	mbirdi@ruccillc.com
Company Address:	3359 Rubio Canyon Rd.
Building:	
City/State/Zip:	Altadena, CA 91001
Contact Name:	Birdi, Moninder S.
DMW NAICS Codes:	541511 / 541512 / 541519 / 541611
DMW NAICS Description:	Custom Computer Programming Services / Computer Systems Design Services / Other Computer Related Services / Administrative Management and General Management C
ACDBE NAICS Codes:	541611
ACDBE NAICS Description:	Administrative Management and General Management C
DBE Certified:	02/06/2007
MBE Certified:	02/06/2007
WBE Certified:	
ACDBE Certified:	02/06/2007
Ethnicity Code:	Subcontinent Asian American

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August 12, 2010

Via Facsimile to (310) 530-8261
One (1) Page Transmitted

Aurora Systems Consulting Inc.
2510 W. 27th Street – Suite 202
Torrance, California 90505

Re: Requesting sub-bids from qualified MBE/WBE/OBE

To Whom It May Concern:

Integrity Environmental Consultants, Inc. (Integrity) is bidding on the project listed below.

ASBESTOS, LEAD (PB), MOLD AND OTHER HAZARDOUS MATERIAL ASSESSMENT, AIR MONITORING AND ABATEMENT OVERSIGHT
CITY OF LOS ANGELES – DEPARTMENT OF GENERAL SERVICES, CONSTRUCTION FORCES DIVISION
IFB Number 0111201001
BID DATE: AUGUST 23, 2010 AT 1:00 PM

Integrity is seeking sub-bids from MBE/WBE/OBE sub-contractors and has selected your firm for providing Computer and Software Services on this project.

Attached, please provide a list of services as well as schedule of fees to our office no later than August 16, 2010?

Would you also provide a copy of your firm MBE/WBE/OBE certifications along with the completed schedule of prices?

For information on the availability of plans, specifications, copy of bid proposals and the bidders policy concerning assistance to subcontractors in obtaining bonds, lines of credit and/or insurance are available at our offices, listed below on Monday through Friday from 8:00 am to 5:00 pm.

Integrity is willing to assist all interested MBE/WBE/OBE sub-contractors in obtaining bonds, lines of credit and/or insurance.

We appreciate your interest and are looking forward to working with you on this contract.

Cordially,

Massoud Rahdari, Principal

a: 130 Vantis, Suite 130
Aliso Viejo, California 92656

t: 949.586.1414
f: 949.586.5922

w: integrityenvironmental.com

Addressee	Start Time	Time	Prints	Result	Note
13105308261	08-13 11:50	00:00:54	001/001	OK	

Note TMR: Timer TX, POL: Polling, ORG: Original Size Setting, FME: Frame Erase TX, MIX: Mixed Original TX, CALL: Manual TX, CSRC: CSRC, FWD: Forward, PC: PC-Fax, BND: Double-Sided Binding Direction, SP: Special Original, FCODE: F-code, ATX: Re-TX, RLY: Relay, MBX: Confidential, BUL: Bulletin, SIP: SIP Fax, IPADA: IP Address Fax, I-FAX: Internet Fax

Result OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF, TEL: RX from TEL, NG: Other Error, Cont: Continue, No Ans: No Answer, Refuse: Receipt Refused, Busy: Busy, M-Full:Memory Full, LOVR:Receiving length Over, POVR:Receiving page Over, FIL:File Error, DC:Decode Error, MDN:MDN Response Error, DSN:DSN Response Error.

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August 12, 2010

Via Facsimile to (310) 530-8261
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Aurora Systems Consulting Inc.
2510 W. 237th Street – Suite 202
Torrance, California 90505

Re: Requesting sub-bids from qualified MBE/WBE/OBE

To Whom It May Concern:

Integrity Environmental Consultants, Inc. (Integrity) is bidding on the project listed below.

ASBESTOS, LEAD (PB), MOLD AND OTHER HAZARDOUS MATERIAL ASSESSMENT, AIR MONITORING AND ABATEMENT OVERSIGHT
CITY OF LOS ANGELES – DEPARTMENT OF GENERAL SERVICES, CONSTRUCTION FORCES DIVISION
IFB Number 011120100I
BID DATE: AUGUST 23, 2010 AT 1:00 PM

Integrity is seeking sub-bids from MBE/WBE/OBE sub-contractors and has selected your firm for providing Computer and Software Services on this project.

Attached, please provide a list of services as well as schedule of fees to our office no later than August 18, 20107

Would you also provide a copy of your firm MBE/WBE/OBE certifications along with the completed schedule of prices?

For information on the availability of plans, specifications, copy of bid proposals and the bidders policy concerning assistance to subcontractors in obtaining bonds, lines of credit and/or insurance are available at our offices, listed below on Monday through Friday from 8:00 am to 5:00 pm.

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Cordially,

Massoud Rahdari, Principal

w: 130 Vanity, Suite 130
Aliso Viejo, California 92656
p: 949.586.1414
f: 949.586.8923
w: integrityenvironmental.com

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- PLA / Local Hiring
- Good Faith Effort Tips

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- Bureau Manual
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- Frequently Asked Questions
- More Links

Single Company Information

Company Name:	Aurora Systems Consulting Inc.
DBA:	
Company Phone:	(310) 530-8260
Company Fax:	(31) 530-8261
Email Address:	info@auroraent.com
Company Address:	2510 W. 237th St., Suite 202
Building:	
City/State/Zip:	Torrance, CA 90505
Contact Name:	de Souza, Philip
DMW NAICS Codes:	443120 / 541511 / 541512 / 541519 / 811212
DMW NAICS Description:	Computer and Software Stores / Custom Computer Programming Services / Computer Systems Design Services / Other Computer Related Services / Computer and Office Machine Repair and Maintenance
ACDBE NAICS Codes:	
ACDBE NAICS Description:	
DBE Certified:	04/24/2006
MBE Certified:	04/24/2006
WBE Certified:	
ACDBE Certified:	
Ethnicity Code:	Subcontinent Asian American

integrity ENVIRONMENTAL

August 13, 2010

Via Facsimile to (323) 344-3448
One (1) Page Transmitted

CNS Computer Services
3421 N. San Fernando Road
Los Angeles, California 90065

Re: Requesting sub-bids from qualified MBE/WBE/OBE

To Whom It May Concern:

Integrity Environmental Consultants, Inc. (Integrity) is bidding on the project listed below.

ASBESTOS, LEAD (PB), MOLD AND OTHER HAZARDOUS MATERIAL ASSESSMENT, AIR MONITORING AND ABATEMENT OVERSIGHT
CITY OF LOS ANGELES – DEPARTMENT OF GENERAL SERVICES, CONSTRUCTION FORCES DIVISION
IFB Number 0111201001
BID DATE: AUGUST 23, 2010 AT 1:00 PM

Integrity is seeking sub-bids from MBE/WBE/OBE sub-contractors and has selected your firm for providing Computer and Software Services on this project.

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We appreciate your interest and are looking forward to working with you on this contract.

Cordially,

Massoud Rahdari, Principal

a: 130 Vantis, Suite 130
Aliso Viejo, California 92656

t: 949.586.1414
f: 949.586.5922

w: integrityenvironmental.com

Addressee	Start Time	Time	Prints	Result	Note
13233443448	08-13 12:43	00:00:41	001/001	OK	

Note TMR: Timer TX, POL: Polling, ORG: Original Size Setting, FME: Frame Erase TX, MIX: Mixed Original TX, CALL: Manual TX, CSRC: CSRC, FWD: Forward, PC: PC-Fax, BND: Double-Sided Binding Direction, SP: Special Original, FCODE: F-code, ATX: Re-TX, RLY: Relay, MBX: Confidential, BUL: Bulletin, SIP: SIP Fax, IPADR: IP Address Fax, I-FAX: Internet Fax

Result OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF, TEL: RX from TEL, NG: Other Error, Cont: Continue, No Ans: No Answer, Refuse: Receipt Refused, Busy: Busy, M-Full:Memory Full, LOVR:Receiving length Over, POVR:Receiving page Over, FIL:File Error, DC:Decode Error, MDN:MDN Response Error, DSN:DSN Response Error.

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August 13, 2010

Via Facsimile to (323) 344-3448
One (1) Page Transmitted

CNS Computer Services
3421 N. San Fernando Road
Los Angeles, California 90065

Re: Requesting sub-bids from qualified MBE/WBE/OBE

To Whom It May Concern:

Integrity Environmental Consultants, Inc. (Integrity) is bidding on the project listed below.

ASBESTOS, LEAD (PB), MOLD AND OTHER HAZARDOUS MATERIAL ASSESSMENT, AIR MONITORING AND ABATEMENT OVERSIGHT
CITY OF LOS ANGELES – DEPARTMENT OF GENERAL SERVICES, CONSTRUCTION FORCES DIVISION
IFB Number 011120100)
BID DATE: AUGUST 23, 2010 AT 1:00 PM

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We appreciate your interest and are looking forward to working with you on this contract.

Cordially,

Massoud Rahdari, Principal

ar 130 Vantis, Suite 130
Aliso Viejo, California 92656
p 949.366.1414
f 949.366.0922
w: integrityenvironmental.com

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- Good Faith Effort Tips

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Single Company Information

Company Name:	CNS Computer, Inc.
DBA:	CompuNet Systems
Company Phone:	(323) 344-3400
Company Fax:	(323) 344-3448
Email Address:	john.yoon@cnscom.com
Company Address:	3421 N. San Fernando Rd.
Building:	#H
City/State/Zip:	Los Angeles, CA 90065
Contact Name:	Yoon, John
DMW NAICS Codes:	443120 / 541512 / 541519 / 811212
DMW NAICS Description:	Computer and Software Stores / Computer Systems Design Services / Other Computer Related Services / Computer and Office Machine Repair and Maintenance
ACDBE NAICS Codes:	
ACDBE NAICS Description:	
DBE Certified:	12/14/2007
MBE Certified:	12/14/2007
WBE Certified:	
ACDBE Certified:	
Ethnicity Code:	Asian-pacific American

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August 13, 2010

Via Facsimile to (818) 880-8706
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CSL Insurance Services
2795 Stokes Canyon Road
Calabasas, CA 91302

Re: Requesting sub-bids from qualified MBE/WBE/OBE

To Whom It May Concern:

Integrity Environmental Consultants, Inc. (Integrity) is bidding on the project listed below.

ASBESTOS, LEAD (PB), MOLD AND OTHER HAZARDOUS MATERIAL ASSESSMENT, AIR MONITORING AND ABATEMENT OVERSIGHT
CITY OF LOS ANGELES – DEPARTMENT OF GENERAL SERVICES, CONSTRUCTION FORCES DIVISION
IFB Number 0111201001
BID DATE: AUGUST 23, 2010 AT 1:00 PM

Integrity is seeking sub-bids from MBE/WBE/OBE sub-contractors and has selected your firm for providing Insurance Services on this project.

Attached, please provide a list of services as well as schedule of fees to our office no later than August 16, 2010?

Would you also provide a copy of your firm MBE/WBE/OBE certifications along with the completed schedule of prices?

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Integrity is willing to assist all interested MBE/WBE/OBE sub-contractors in obtaining bonds, lines of credit and/or insurance.

We appreciate your interest and are looking forward to working with you on this contract.

Cordially,

Massoud Rahdari, Principal

a: 130 Vantis, Suite 130
Aliso Viejo, California 92656

t: 949.586.1414
f: 949.586.5922

w: integrityenvironmental.com

Addressee	Start Time	Time	Prints	Result	Note
18188808706	08-13 13:49	00:00:25	001/001	OK	

Note TMR: Timer TX, POL: Polling, ORG: Original Size Setting, FME: Frame Erase TX,
MIX: Mixed Original TX, CAL: Manual TX, CSRC: CSRC, FWD: Forward, PCI: PC-Fax,
BMD: Double-Sided Binding Direction, SPI: Special original, FCODE: F-Code, RTX: Re-TX,
RLY: Relay, NBX: Confidential, BUL: Bulletin, SIP: SIP Fax, IPADR: IP Address Fax,
I-FAX: Internet Fax

Result OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF,
TEL: RX from TEL, NG: Other Error, Cont: Continue, No Ans: No Answer,
Refuse: Receipt Refused, Busy: Busy, M-Full:Memory Full,
LOVR:Receiving length Over, POVR:Receiving page Over, FIL:File Error,
DC:Decode Error, MDN:MDN Response Error, DSN:DSN Response Error.

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August 13, 2010

Via Facsimile to (818) 880-8706
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CSL Insurance Services
2795 Stokes Canyon Road
Calabasas, CA 91302

Re: Requesting sub-bids from qualified MBE/WBE/OBE

To Whom It May Concern:

Integrity Environmental Consultants, Inc. (Integrity) is bidding on the project listed below.

ASBESTOS, LEAD (Pb), MOLD AND OTHER HAZARDOUS MATERIAL ASSESSMENT, AIR MONITORING AND ABATEMENT OVERSIGHT
CITY OF LOS ANGELES – DEPARTMENT OF GENERAL SERVICES, CONSTRUCTION FORCES DIVISION
IFB Number 0711201001
BID DATE: AUGUST 25, 2010 AT 1:00 PM

Integrity is seeking sub-bids from MBE/WBE/OBE sub-contractors and has selected your firm for providing Insurance Services on this project.

Attached, please provide a list of services as well as schedule of fees to our office no later than August 16, 2010?

Would you also provide a copy of your firm MBE/WBE/OBE certifications along with the completed schedule of prices?

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We appreciate your interest and are looking forward to working with you on this contract.

Cordially,

Massoud Rahdari, Principal

a: 130 Vanda, Suite 130
Aliso Viejo, California 92656
t: 949.586.4414
f: 949.586.8923
w: integrityenvironmental.com

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- Current Living Wage
- PLA / Local Hiring
- Good Faith Effort Tips

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- LA Business

Single Company Information

Company Name:	CSL Insurance Services
DBA:	
Company Phone:	(818) 880-2299
Company Fax:	(818) 880-8706
Email Address:	
Company Address:	2795 Stokes Canyon Rd.
Building:	
City/State/Zip:	Calabasas, CA 91302
Contact Name:	Lawrence, Connie S.
DMW NAICS Codes:	524210 / 524291 / 524292 / 524298
DMW NAICS Description:	Insurance Agencies and Brokerages / Claims Adjusting / Third Party Administration of Insurance and Pensio / All Other Insurance Related Activities
ACDBE NAICS Codes:	
ACDBE NAICS Description:	
DBE Certified:	
MBE Certified:	
WBE Certified:	05/14/2000
ACDBE Certified:	
Ethnicity Code:	Caucasian

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August 12, 2010

Via Facsimile to (323) 299-0200
One (1) Page Transmitted

Professional Staffing & Consulting Services
5731 Fallsgrove Street
Los Angeles, California 90016

Re: Requesting sub-bids from qualified MBE/WBE/OBE

To Whom It May Concern:

Integrity Environmental Consultants, Inc. (Integrity) is bidding on the project listed below.

ASBESTOS, LEAD (PB), MOLD AND OTHER HAZARDOUS MATERIAL ASSESSMENT, AIR MONITORING AND ABATEMENT OVERSIGHT
CITY OF LOS ANGELES – DEPARTMENT OF GENERAL SERVICES, CONSTRUCTION FORCES DIVISION
IFB Number 0111201001
BID DATE: AUGUST 23, 2010 AT 1:00 PM

Integrity is seeking sub-bids from MBE/WBE/OBE sub-contractors and has selected your firm for providing Insurance Services on this project.

Attached, please provide a list of services as well as schedule of fees to our office no later than August 16, 2010?

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Cordially,

Massoud Rahdari, Principal

a: 130 Vantis, Suite 130
Aliso Viejo, California 92656

t: 949.586.1414
f: 949.586.5922

w: integrityenvironmental.com

Addressee	Start Time	Time	Prints	Result	Note
13232990200	08-13 12:14	00:00:56	000/001	No Ans	

Note TMR: Timer TX, POL: Polling, ORG: Original Size Setting, FME: Frame Erase TX, MIX: Mixed Original TX, CALL: Manual TX, CSRC: CSRC, FWD: Forward, PC: PC-FAX, BND: Double-Sided Binding Direction, SP: Special or Signal, F-CODE: F-code, ATX: Re-TX, RLY: Relay, MBX: Confidential, BUL: Bulletin, SIP: SIP Fax, IPADR: IP Address Fax, I-FAX: Internet Fax

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August 12, 2010

Via Facsimile to (323) 299-0200
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Professional Staffing & Consulting Services
5731 Fallsgrove Street
Los Angeles, California 90016

Re: Requesting sub-bids from qualified MBE/WBE/OBE

To Whom It May Concern:

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ASBESTOS, LEAD (PB), MOLD AND OTHER HAZARDOUS MATERIAL ASSESSMENT, AIR MONITORING AND ABATEMENT OVERSIGHT
CITY OF LOS ANGELES – DEPARTMENT OF GENERAL SERVICES, CONSTRUCTION FORCES DIVISION
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BID DATE: AUGUST 23, 2010 AT 1:00 PM

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Cordially,

Massoud Rahdari, Principal

a: 130 Vanair, Suite 130
Aliso Viejo, California 92656
p: 949.366.4414
f: 949.366.5933
w: integrityenvironmental.com

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- Good Faith Effort Tips

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- Bureau Manual
- LA Business Assistance (BAVN)
- Frequently Asked Questions
- More Links

Single Company Information

Company Name:	Professional Staffing & Consulting Services, Inc.
DBA:	
Company Phone:	323.371.2875
Company Fax:	323.299.0200
Email Address:	prostaf2003@aol.com
Company Address:	5731 Fallsgrove St.
Building:	
City/State/Zip:	Los Angeles, CA. 90016
Contact Name:	Lee, La Shawn
DMW NAICS Codes:	524292 / 541612
DMW NAICS Description:	Third Party Administration of Insurance and Pensio / Human Resources and Executive Search Consulting Se
ACDBE NAICS Codes:	
ACDBE NAICS Description:	
DBE Certified:	
MBE Certified:	11/29/2006
WBE Certified:	11/29/2006
ACDBE Certified:	
Ethnicity Code:	Black American

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August 12, 2010

Via Facsimile to (626) 641-9912
One (1) Page Transmitted

F.I.C.S. Insurance Services
200 West Foothill Boulevard
Azusa, California 91702

Re: Requesting sub-bids from qualified MBE/WBE/OBE

To Whom It May Concern:

Integrity Environmental Consultants, Inc. (Integrity) is bidding on the project listed below.

ASBESTOS, LEAD (PB), MOLD AND OTHER HAZARDOUS MATERIAL ASSESSMENT, AIR MONITORING AND ABATEMENT OVERSIGHT
CITY OF LOS ANGELES – DEPARTMENT OF GENERAL SERVICES, CONSTRUCTION FORCES DIVISION
IFB Number 0111201001
BID DATE: AUGUST 23, 2010 AT 1:00 PM

Integrity is seeking sub-bids from MBE/WBE/OBE sub-contractors and has selected your firm for providing Insurance Services on this project.

Attached, please provide a list of services as well as schedule of fees to our office no later than August 16, 2010?

Would you also provide a copy of your firm MBE/WBE/OBE certifications along with the completed schedule of prices?

For information on the availability of plans, specifications, copy of bid proposals and the bidders policy concerning assistance to subcontractors in obtaining bonds, lines of credit and/or insurance are available at our offices, listed below on Monday through Friday from 8:00 am to 5:00 pm.

Integrity is willing to assist all interested MBE/WBE/OBE sub-contractors in obtaining bonds, lines of credit and/or insurance.

We appreciate your interest and are looking forward to working with you on this contract.

Cordially,

Massoud Rahdari, Principal

a: 130 Vantis, Suite 130
Aliso Viejo, California 92656

t: 949.586.1414
f: 949.586.5922

w: integrityenvironmental.com

Addressee	Start Time	Time	Prints	Result	Note
16266419912	08-13 12:11	00:00:56	000/001	No Ans	

Note TMR: Timer TX, POL: Polling, ORG: Original Size Setting, FME: Frame Erase TX, MIX: Mixed Original TX, CALL: Manual TX, CSAC: CSAC, FWD: Forward, PC: PC-Fax, BND: Double-Sided Binding Direction, SPI: Special Original, FCODE: F-code, ATX: Re-TX, RLY: Relay, MBX: Confidential, BUL: Bulletin, SIP: SIP Fax, IPADR: IP Address Fax, I-FAX: Internet Fax

Result OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF, TEL: RX from TEL, NG: Other Error, Cont: Continue, No Ans: No Answer, Refuse: Receipt Refused, Busy: Busy, M-Full:Memory Full, LOVR:Receiving length Over, POVR:Receiving page Over, FIL:File Error, DC:Decode Error, MDN:MDN Response Error, DSN:DSN Response Error.

integrity ENVIRONMENTAL

August 12, 2010

Via Facsimile to (626) 641-9912
One (1) Page Transmitted

F.I.C.S. Insurance Services
200 West Foothill Boulevard
Azusa, California 91702

Re: Requesting sub-bids from qualified MBE/WBE/OBE

To Whom It May Concern:

Integrity Environmental Consultants, Inc. (Integrity) is bidding on the project listed below.

ASBESTOS, LEAD (Pb), MOLD AND OTHER HAZARDOUS MATERIAL ASSESSMENT, AIR MONITORING AND ABATEMENT OVERSIGHT
CITY OF LOS ANGELES – DEPARTMENT OF GENERAL SERVICES, CONSTRUCTION FORCES DIVISION
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Aliso Viejo, California 92656
t: 949.586.1414
f: 949.586.5933
w: integrityenvironmental.com

CITY OF LOS ANGELES

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- Small Local Business Listing
- Contract Compliance
- Subcontractor Outreach
- Labor Compliance Manual
- Current Living Wage
- PLA / Local Hiring
- Good Faith Effort Tips

MORE
- Safety
- Bureau Manual
- LA Business Assistance (BAVN)
- Frequently Asked Questions
- More Links

Single Company Information

Company Name:	F.I.C.S. Insurance Agency
DBA:	
Company Phone:	(626) 334-7322
Company Fax:	(626) 641-9912
Email Address:	
Company Address:	200 West Foothill Blvd
Building:	#147
City/State/Zip:	Azusa, CA 91702
Contact Name:	Vasquez, Martin P.
DMW NAICS Codes:	524210
DMW NAICS Description:	Insurance Agencies and Brokerages
ACDBE NAICS Codes:	
ACDBE NAICS Description:	
DBE Certified:	
MBE Certified:	05/19/2008
WBE Certified:	
ACDBE Certified:	
Ethnicity Code:	Hispanic American

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August 13, 2010

Via Facsimile to (818) 789-7012
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Unisource Insurance Services, Inc.
15821 Ventura Boulevard – Suite 405
Encino, California 91436

Re: Requesting sub-bids from qualified MBE/WBE/OBE

To Whom It May Concern:

Integrity Environmental Consultants, Inc. (Integrity) is bidding on the project listed below.

ASBESTOS, LEAD (PB), MOLD AND OTHER HAZARDOUS MATERIAL ASSESSMENT, AIR MONITORING AND ABATEMENT OVERSIGHT
CITY OF LOS ANGELES – DEPARTMENT OF GENERAL SERVICES, CONSTRUCTION FORCES DIVISION
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BID DATE: AUGUST 23, 2010 AT 1:00 PM

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Cordially,

Massoud Rahdari, Principal

a: 130 Vantis, Suite 130
Aliso Viejo, California 92656

t: 949.586.1414
f: 949.586.5922

w: integrityenvironmental.com

Addressee	Start Time	Time	Prints	Result	Note
18187897012	08-13 13:56	00:00:20	001/001	OK	

Note TMR: Timer TX, POL: Polling, ORG: Original Size Setting, FME: Frame Erase TX, MIX: Mixed Original TX, CALL: Manual TX, CSRC: CSRC, FWD: Forward, PC: PC-Fax, BND: Double-Sided Binding Direction, SPI: Special Original, FCODE: F-code, ATX: Re-TX, RLY: Relay, MBX: Confidential, BUL: Bulletin, SIP: SIP Fax, IPADA: IP Address Fax, I-FAX: Internet Fax

Result OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF, TEL: RX from TEL, NG: Other Error, Cont: Continue, No Ans: No Answer, Refuse: Receipt Refused, Busy: Busy, M-Full:Memory Full, LOVR:Receiving length Over, POVR:Receiving page Over, FIL:File Error, DC:Decode Error, MDN:MDN Response Error, DSN:DSN Response Error.

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15821 Ventura Boulevard – Suite 405
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a: 130 Vantis, Suite 130
Aliso Viejo, California 92656
t: 949.586.3414
f: 949.586.3922
w: integrityenvironmental.com

CITY OF LOS ANGELES

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Single Company Information

Company Name:	Unisource Insurance Services, Inc.
DBA:	
Company Phone:	(818) 789-7010
Company Fax:	(818) 789-7012
Email Address:	monica@unisourcebenefits.com
Company Address:	15821 Ventura Blvd.,
Building:	Suite 405
City/State/Zip:	Encino, CA 91436
Contact Name:	Holt, Monica
DMW NAICS Codes:	524210 / 541612
DMW NAICS Description:	Insurance Agencies and Brokerages / Human Resources and Executive Search Consulting Se
ACDBE NAICS Codes:	
ACDBE NAICS Description:	
DBE Certified:	08/27/2009
MBE Certified:	08/27/2009
WBE Certified:	08/27/2009
ACDBE Certified:	
Ethnicity Code:	Black American

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- Shop Inspection Information

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- Current Living Wage
- PLA / Local Hiring
- Good Faith Effort Tips

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- LA Business

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August 12, 2010

Via Facsimile to (818) 888-8772
One (1) Page Transmitted

Barbara Ardalan & Associates Insurance Services
20012 Ventura Boulevard
Woodland Hills, California 91364

Re: Requesting sub-bids from qualified MBE/WBE/OBE

To Whom It May Concern:

Integrity Environmental Consultants, Inc. (Integrity) is bidding on the project listed below.

ASBESTOS, LEAD (PB), MOLD AND OTHER HAZARDOUS MATERIAL ASSESSMENT, AIR MONITORING AND ABATEMENT OVERSIGHT
CITY OF LOS ANGELES – DEPARTMENT OF GENERAL SERVICES, CONSTRUCTION FORCES DIVISION
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BID DATE: AUGUST 23, 2010 AT 1:00 PM

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t: 949.586.1414
f: 949.586.5922

w: integrityenvironmental.com

Addressee	Start Time	Time	Prints	Result	Note
18188888772	08-13 12:09	00:00:22	001/001	OK	

Note TMR: Timer TX, POL: Polling, ORG: Original Size Setting, FME: Frame Erase TX, MIX: Mixed Original TX, CALL: Manual TX, CSRC: CSRC, FWD: Forward, PC: PC-Fax, BND: Double-Sided Binding Direction, SPI: Special original, F-CODE: F-code, ATX: Re-TX, RLY: Relay, MBX: Confidential, BUL: Bulletin, SIP: SIP Fax, IPADR: IP Address Fax, I-FAX: Internet Fax

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August 12, 2010

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20012 Ventura Boulevard
Woodland Hills, California 91364

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CITY OF LOS ANGELES – DEPARTMENT OF GENERAL SERVICES, CONSTRUCTION FORCES DIVISION
IFB Number 011120100
BID DATE: AUGUST 25, 2010 AT 1:00 PM

Integrity is seeking sub-bids from MBE/WBE/OBE sub-contractors and has selected your firm for providing Insurance Services on this project.

Attached, please provide a list of services as well as schedule of fees to our office no later than August 16, 2010?

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ar 130 Vanda, Suite 130
Aliso Viejo, California 92656
t: 949.586.4414
f: 949.586.8922
w: integrityenvironmental.com

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- Small Local Business Listing
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- Subcontractor Outreach
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- PLA / Local Hiring
- Good Faith Effort Tips

MORE
- Safety
- Bureau Manual
- LA Business Assistance (BAVN)
- Frequently Asked Questions
- More Links

Single Company Information

Company Name:	Barbara Ardalan & Associates Insurance Services
DBA:	
Company Phone:	(818) 888-8221
Company Fax:	(818) 888-8772
Email Address:	
Company Address:	20012 Ventura Blvd.
Building:	
City/State/Zip:	Woodland Hills, CA 91364
Contact Name:	Ardalan, Barbara
DMW NAICS Codes:	524210 / 524291 / 524292 / 524298
DMW NAICS Description:	Insurance Agencies and Brokerages / Claims Adjusting / Third Party Administration of Insurance and Pensio / All Other Insurance Related Activities
ACDBE NAICS Codes:	
ACDBE NAICS Description:	
DBE Certified:	
MBE Certified:	
WBE Certified:	09/19/2003
ACDBE Certified:	
Ethnicity Code:	Caucasian

Addressee	Start Time	Time	Prints	Result	Note
18188888772	08-17 13:29	00:00:21	001/001	OK	

Note TMA: Timer TX, POL: Polling, ORG: Original Size Setting, FME: Frame Erase TX, MIX: Mixed Original TX, CALL: Manual TX, CSAC: CSAC, FWD: Forward, PC: PC-Fax, BND: Double-Sided Binding Direction, SP: Special Original, FCODE: F-code, ATX: Re-TX, RLY: Relay, MBX: Confidential, BUL: Bulletin, SIP: SIP Fax, IPADR: IP Address Fax, I-FAX: Internet Fax

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CITY OF LOS ANGELES – DEPARTMENT OF GENERAL SERVICES, CONSTRUCTION FORCES DIVISION
IFB Number 0111201001
BID DATE: AUGUST 25, 2010 AT 1:00 PM

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ai 130 Ventis, Suite 130
Aliso Viejo, California 92656

te 949.586.1414
fa 949.586.5922

we integrityenvironmental.com

TELEPHONE TRACKING LOG					
IFB NUMBER		111201001			
BID DATE		9/7/10 AT 1:00 PM			
CONTRACT NUMBER		MONITORING FOR ASBESTOS, LEAD PAINT AND MOLD			
Date and Time of Call	Caller	Company name	Tel. No.	Contact Person	Conversation Results
8/13/10 @1237	MR	Birdi & Associates	(626) 628-1887	Voice Mail	Left a message on the voice inquiring about a correct facsimile number as the facsimile number listed on BCA website was apparently not a working number. MR never received a response to from this prospective sub-contractor
8/13/10 @1238	MR	F.I.C.S. Insurance Agency	(626) 334-7322	Voice Mail	Left a message on the voice inquiring about a correct facsimile number as the facsimile number listed on BCA website was apparently not a working number. MR never received a response to from this prospective sub-contractor
8/13/10 @1240	MR	Professional Staffing & Consulting Services, Inc.	(323) 371-2875	Voice Mail	Left a message on the voice inquiring about a correct facsimile number as the facsimile number listed on BCA website was apparently not a working number. MR never received a response to from this prospective sub-contractor
8/13/10 @1445	-	Unisource	(818) 789-7010	Linda, Admin assistance	Upon the receipt of our request letter, Linda contact MR to inform him that Unisource provided only health insurance policies. MR replied that the current term of our group heath insurance will end on May 2011 at which time the company will be contacted to participate in bidding for 2011-2012 term policy
8/17/10 @1327	MR	Barbara Ardalan & Associates Insurance Services	(818) 888-8221	Barbara	Barbara claimed that she has not received the inquiry and requested a copy sent to her again via facsimile. MR sent another copy to the company.
8/17/10 @1330	MR	Barbara Ardalan & Associates Insurance Services	(818) 888-8221	Barbara	Barbara called to confirm the receipt of inquiry. The company provided a variety of insurance services. MR replied that the current term of our group heath insurance will end in 2011 at which time Unisource will be contacted to participate in bidding for 2011-2012 term policies
8/17/10 @1410	MR	CSL Insurance Services	(818) 880-2299	Leonard Lawrenc	Leonard stated that his company is not interested in bidding on this contract.
8/17/10 @1419	MR	Aurora Systems Consulting Inc.	(310) 530-8260	Ivan - sales	Left a voice message.
8/17/10 @1425	MR	Brilogy Corporation	(714) 662-6000	Julie Allion	Julie requested the inquiry to be sent to her via e-mail for which MR objected as instructed by he bid instruction. Julie then asked to resend the inquiry via facsimile again.
8/17/10 @1431	MR	CNS Computer Services	(323) 344-3400	Susie Yoon	Susie stated that the inquiry has been submitted to the appropriate person in the company and the person will contact me if he is interested to participate.
8/17/10 @1436	MR	Ethos Group, Inc.	(866) 798-5577	Ivan Cevallos	Ivan requested that the inquiry to be resent and he will contact me if he is interested.
8/17/10 @1442	MR	Conexion Public relations, Inc.	(310) 921-7800	Lupita	Lupita stated that she will speak with the person who may have received the inquiry and will contact our office.
8/17/10 @1452	MR	Caroline Promotions, Inc.	(818) 507-7666	Caroline	Caroline was on the telephone with another person and said that she will contact me later to discuss our needs.
8/17/10 @1457	MR	Pasadena Agency	(626) 584-0011	Suzanne	Left a voice message as she was not in the office at the time of my call.
8/17/10 @1502	MR	AmeriSci Los Angeles	(310) 834-4868	Glen Massey	Glen stated that he has received our inquiry and will attempt to complete the laboratory service rate by the end today business time.
8/7/10 @1543	MR	Micron Labs	(626) 454-4782	Sue	Sue stated that Micron is not participating in the project.
8/17/10 @1521	MR	Conexion Public relations, Inc.	(310) 921-7800	Lupita	Lupita called back to gather more information about the project, At the conclusion of this telephone call she stated that her company declines to participates in the project because of the total amount involved.
8/17/10 @1600	MR	EMS Laboratories	(626) 568-4065	Bernadine	She will complete and send the laboratory fees later this evening.
9/2/10 @ 1605	MR	AmeriSci Los Angeles	(310) 834-4868	Glen Massey	Amerisci responded to our request to complete new schedule of fees
9/2/10 @1735	MR	EMS Laboratories	(626) 568-4065	Bernadine	EMS responded to our request to complete new schedule of fees

GFE SUMMARY SHEET

IFB Title: Asbestos, Lead (Pb), Mold and Other Hazardous Material Assessment, Air Monitoring and Abatement Oversight

Company: INTEGRITY ENVIRONMENTAL CONSULTANTS, INC

Work Area	Name of MBE/WBE/OBE	Dollar Amount of Bid	Selected?	Reason for Selection/Non-Selection
ADVERTISING	Caroline Promotions, inc	TBD	☐ Yes ☑ No	Never responded to our inquiry.
	Conexion Public Relations, inc.	TBD	☐ Yes ☑ No	Never responded to our inquiry
	ETHOS Group, inc	TBD	☐ Yes ☑ No	Never responded to our inquiry
	Pasadena Advertising	TBD	☐ Yes ☑ No	
COMPUTER SVCS	Aurora Systems Consulting, inc.	TBD	☐ Yes ☑ No	Never responded to our inquiry
	Biology Corporation	TBD	☐ Yes ☑ No	
	Bridi & Associates	TBD	☐ Yes ☑ No	incorrect or disconnected Fax number. phone did not answer
	CNS computer svc	TBD	☐ Yes ☑ No	Never responded to our inquiry
Insurance SVCS	Barbara Ardelan & Associates	TBD	☑ Yes ☐ No	This vendor will be included in bidding process during upcoming terms for business insurance in 2011
	FICS Insurance svc	TBD	☐ Yes ☑ No	
	Professional staffing & Consulting svcs	TBD	☐ Yes ☑ No	
	CLS Insurance	TBD	☐ Yes ☑ No	Declined to Participate
	Unisource Insurance	TBD	☐ Yes ☑ No	The firm only Provides health insurance policies.

GFE SUMMARY SHEET

IFB Title: Asbestos, Lead (Pb), Mold and Other Hazardous Material Assessment, Air Monitoring and Abatement Oversight

Company: INTEGRITY ENVIRONMENTAL CONSULTANTS, INC.

Work Area	Name of MBE/WBE/OBE	Dollar Amount of Bid	Selected?	Reason for Selection/Non-Selection
Lab svc	Americal Los Angeles	$ 34,000	☑ Yes ☐ No	Negotiated Prices to our Satisfaction
↓	EMS Labs	$ 30,000	☑ Yes ☐ No	↓
↓	Micon Environmental Labs	$ 30,000	☐ Yes ☑ No	Declined to Participate
			☐ Yes ☐ No	
			☐ Yes ☐ No	
			☐ Yes ☐ No	
			☐ Yes ☐ No	
			☐ Yes ☐ No	
			☐ Yes ☐ No	
			☐ Yes ☐ No	
			☐ Yes ☐ No	
			☐ Yes ☐ No	
			☐ Yes ☐ No	

Massoud Rahdari

From: Glenn Massey [gmassey@amerisci.com]
Sent: Tuesday, August 17, 2010 4:32 PM
To: Massoud Rahdari
Subject: Emailing: Integrity Pricing 20100817.pdf
Attachments: Integrity Pricing 20100817.pdf; AmeriSci 2010 Micro Pricing.pdf

Massoud,

Here is your pricing. Let me know if you need anything else.

The message is ready to be sent with the following file or link attachments:
Integrity Pricing 20100817.pdf

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

--
Glenn Massey
Laboratory Director
AmeriSci Los Angeles
24416 S. Main Street, Suite 308
Carson, CA 90745
(O) 310-834-4868
(F) 310-834-4772
(C1) 310-924-5722
(C2) 757-944-1394

AMERISCI BIO-CHEM

ACCREDITED LABORATORY AIHA Environmental Microbiology See aihaaccap.org for details

AMERISCI BIO-CHEM
13635 GENITO ROAD
MIDLOTHIAN, VIRGINIA 23112
TOLL FREE: (800) 476-5227
PHONE: (804) 763-1200
FAX: (804) 763-1800

AMERISCI BIO-CHEM MICROBIAL ANALYSIS SERVICE PRICE LIST 2010

AMERISCI BIO-CHEM protocol pricing is a streamlined schedule based on methods that are all inclusive. Each sample price includes all analysis and compilation of results in a comprehensive report format. Sampling strategies and sample collection should be determined and carried out by an environmental health professional with experience in microbial sampling procedures.

SAMPLE COLLECTION MEDIUM	ANALYSIS	UNIT PRICE	TURNAROUND TIME
Spore Trap	Fungal Spore Count and Genus ID, Pollen & Mycelial Fragment Count	$32 $28 $20	Rush 24 Hr 48 Hr
Tape / Bulk	Direct Fungal Genus ID Qualitative	$28 $24 $20	Rush 24 Hr 48 Hr
Swab / Bulk	Viable Environmental Fungi Genus ID & Enumeration	$40	7 -14 Days
Swab /Bulk	Viable Environmental Bacteria –Enumeration & Gram Stain ID	$40	3-4 Days
Swab / Bulk	Viable Environmental Fungi & Bacteria	$65	7-14 Days
Andersen Plates	Viable Environmental Fungi Genus ID & Enumeration	$36	7 -14 Days
Andersen Plates	Viable Environmental Bacteria –Enumeration & Gram Stain ID	$36	3-4 Days
Andersen Plates	Viable Environmental Fungi & Bacteria	$65	7 -14 Days
Viable Fungal Isolate	Fungal Speciation	$32/isolate	7 – 10 Days Scheduled in Advance Only
Viable Bacterial Isolate	Bacterial Speciation	$32/isolate	7 – 10 Days Scheduled in Advance Only
WEEKEND	Weekend Analyses	No Additional Charge	Schedule in Advance by 12pm Friday

AmeriSci Los Ang[illegible]s
24416 S. Main Street, Ste 308
Carson, California 90745
TEL: (310) 834-4868 • FAX: (310) 834-4772

TESTING SERVICES PROPOSAL

TO: Integrity Environmental Consultants, Inc.
Attn: Massoud Rahdari
130 Vantis
Suite 130
Aliso Viejo, CA 92656

949-586-1414 / Do -not- fax FAX

From: Glenn Massey
Client: 01264
Effective: 08/17/10
Pricing for:

ANALYSIS TYPE	rush	6 hour	6-8 hour	24 hour	48 hour	3 day	5 day
AHERA Protocol	-	-	$60.00	$45.00	$40.00	$35.00	$30.00
NIOSH 7402	-	-	-	$95.00	$85.00	$75.00	$60.00
TEM EPA Level II	-	-	$60.00	$45.00	$40.00	$35.00	$30.00
Water (drinking)	-	-	-	$125.00	$115.00	$100.00	$85.00
Water (waste)	-	-	-	$225.00	$200.00	$175.00	$150.00
Dust	-	-	-	$120.00	$100.00	$90.00	$80.00
Chatfield	-	-	-	$50.00	$45.00	$40.00	$35.00
PLM	-	$12.00	-	$7.00	$6.00	$5.00	$5.00
PLM-CARB 435 - 1000 pt ct	-	-	-	$75.00	$65.00	$55.00	$50.00
PLM 1000 point count	$70.00	-	-	$50.00	$40.00	$35.00	$30.00
PLM 400 point count	-	-	-	$50.00	$40.00	$30.00	$20.00
PCM	-	$10.00	-	$8.00	$7.00	$6.00	$5.00
Lead (air)	-	$13.00	-	$7.00	$6.00	$5.00	$5.00
Lead (paint)	-	$13.00	-	$7.00	$6.00	$5.00	$5.00
Lead (soil)	-	$13.00	-	$7.00	$6.00	$5.00	$5.00
Lead (wipe)	-	$13.00	-	$7.00	$6.00	$5.00	$5.00
PLM-BULK-QUALITATIVE	-	-	-	$7.00	$6.00	$5.00	$5.00
TEM-BULK-QUALITATIVE	-	-	-	$40.00	$35.00	$30.00	$25.00
Modified TEM EPA Level II	-	-	$75.00	$45.00	$40.00	$30.00	$30.00

COUNTY OF LOS ANGELES
OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 780
LOS ANGELES, CALIFORNIA 90012
(213) 974-1080 / FAX (213) 626-7034
TTY (213) 974-0911
HTTP://OAAC.CO.LA.CA.US

MEMBERS OF THE BOARD
GLORIA MOLINA
MARK RIDLEY-THOMAS
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

DENNIS A. TAFOYA
DIRECTOR

February 2, 2010

Address all correspondence to:
Affirmative Action/Diversity Programs
1000 S. Fremont Avenue
Building A-9 East 1st Floor
Mail Unit: #24
Alhambra, CA 91803-8862

Mr. Siuming (Tom) Hong, CEO
America Science TEAM Los Angeles, Ind,
DBA AmeriSci Los Angeles
24416 South Main Street, Suite 308
Carson, CA 90745

CBE Program ID# 83299
Status: MBE

Dear Mr. Hong:

Congratulations! Your firm has been recertified as an eligible participant in the County of Los Angeles Community Business Enterprise (CBE) Program. This recertification is valid until February 2, 2012.

The County of Los Angeles Office of Affirmative Action Compliance reserves the right to request additional information and/or conduct an on-site visit at any time to verify any documentation submitted by the applicant. If there are any changes during this certification period, you are required to notify this office immediately.

Thank you for registering your business with the County's Vendor Registration website (WebVen) at http://camisvr.co.la.ca.us/webven. You are now eligible to participate in the County's on-line access to open bids, be placed on bid lists generated by County departments looking for prospective vendors and periodically be notified automatically via email of County bids by specific commodities/services.

Again, congratulations on your recertification. If you have questions, please call (877) 669-CBES and refer to the identification number above.

Sincerely,

DENNIS A. TAFOYA
Director

Ozie L. Smith
Senior Deputy Compliance Officer

DAT:OLS/er/ct

THENETWORK
Bringing You Government Bids Throughout Southern California

Certified Small Business Enterprise (SBE)

10/10/2008

Account #: 13097
Barry, Browder
AmeriSci Los Angeles
24416 South Main Street
Suite 308
Carson , CA 90745

Dear Barry, Browder:

Thank you for submitting your Vendor Application seeking Small Business Enterprise (SBE) recognition with *The Network*. Per our evaluation of the information you provided in your application and the North American Industry Classification System (NAICS) codes you identified, your status as a Small Business Enterprise (SBE) has been approved. This certification is recognized by the following agencies:

The Port of Long Beach ***San Diego County Water Authority*** ***Metropolitan Water District***

The Port of Long Beach is pleased to issue this SBE Certificate subject to the terms and conditions identified below:

NAICS code(s) for which SBE status is recognized: 541380
SBE Certificate Effective Date: 10/9/2008
SBE Certificate Expiration Date: 10/9/2011

Work performed by your firm that falls within the above-mentioned NAICS code(s) will be counted as SBE participation for work performed on contracts procured by the above agencies.

The agencies reserve the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading, or incorrect information. The agencies reserve the right to audit all statements. If any firm attempts to falsify or misrepresent information to obtain certification, the firm may be disqualified from participating in any contracts for a period of up to five years.

SBE Certification is valid for a period of three (3) years. To maintain SBE status, firms must update their existing SBE Vendor Application on or before the expiration date mentioned above. All information is subject to verification.

If there are any changes in your status that may impact your certification, you are required to update your account information online. You may view your SBE qualifying information at any time, by logging into your main menu and selecting the "Small Business Certification Form" link.

Sincerely,

Sashi Muralidharan
SBE Administrator, Port of Long Beach

Massoud Rahdari

From: Glenn Massey [gmassey@amerisci.com]
Sent: Thursday, September 02, 2010 4:05 PM
To: Massoud Rahdari
Subject: Re: 2010-00042 LA City Revised Schedule of Prices.pdf
Attachments: INTEGRITY LA BID PRICING.pdf

Massoud,

Here is the pricing list.

Glenn

On 9/2/2010 1:59 PM, Massoud Rahdari wrote:
Hello Glenn;

Attached, please find a revised form for your input.

During the bid conference we were told that all spaces must be filled out - as every entry will be used in the computation for selecting the successful bidder, an N/A will not work in our favor.

Thank you again for taking time to complete the form.

Regards,

Massoud Rahdari, Principal
a: 130 Vantis, Suite130
Aliso Viejo, CA 92656
e: mrahdari@integrityenvironmental.com
t: (949)586-1414, ext. 205 f: (949)586-5922

The message is ready to be sent with the following file or link attachments:

LA City Revised Schedule of Prices.pdf

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

--
Glenn Massey
Laboratory Director
AmeriSci Los Angeles
24416 S. Main Street, Suite 308
Carson, CA 90745
(O) 310-834-4868
(F) 310-834-4772
(C1) 310-924-5722
(C2) 757-944-1394

ITEM #	DESCRIPTION	Rates for the Analysis of Sample(s) based on Turnaround Results.				
		Up to 4 Hours	8 Hours	24 Hours	48 Hours	3 to 5 Days
14	Analysis of Asbestos Airborne Sample using Phase Contrast Microscopy (PCM) Analysis.	$ 12.00	$ 10.00	$ 8.00	$ 7.00	$ 6.00
15	Analysis of Asbestos Airborne Sample using Transmission Electron Microscopy (TEM) Analysis.	$ 80.00	$ 60.00	$ 45.00	$ 40.00	$ 35.00
16	Analysis of Asbestos Bulk Sample using Transmission Electron Microscopy (TEM) Qualitative Analysis.	$ 80.00	$ 65.00	$ 50.00	$ 45.00	$ 40.00
17	Analysis of Asbestos Bulk Sample using Polarized Light Microscopy (PLM) Analysis.	$ 13.00	$ 12.00	$ 7.00	$ 6.00	$ 5.00
18	Analysis of Asbestos Micro-Vac Samples	N/A	N/A	$ 120.00	$ 100.00	$ 90.00
19	Analysis of Lead/Wipes/Air Samples, Bulk Paint Chips Samples and Dust Particles.	N/A	N/A	$ 13.00	$ 6.00	$ 5.00
20	Lead Waste Characterization for Total Threshold Limit Concentrations (TTLC) Analysis.	N/A	N/A	$ 20.00	$ 16.00	$ 14.00
21	Lead Waste Characterization for Soluble Threshold Limit Concentration (STLC) Analysis.	N/A	N/A	N/A	$ 85.00	$ 65.00
22	Toxicity Characteristic Leaching Procedure (TCLP)	N/A	N/A	N/A	32-hr turnaround $ 85.00	$ 65.00
23	Analysis of Mold Air Samples (both viable and non-viable)					
	23a. Culturable Analysis	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00
	23b. Total Spore Analysis	$ 32.00	$ 32.00	$ 28.00	$ 20.00	$ 15.00
24	Analysis of Mold Tape Lifts	$ 28.00	$ 28.00	$ 24.00	$ 20.00	$ 15.00
25	Analysis of Mold Swab Samples					
	25a. Culturable Analysis – Genus	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00
	25b. Culturable Analysis – Species	$ 72.00	$ 72.00	$ 72.00	$ 72.00	$ 72.00
	25c. Non-culturable Analysis	$ 28.00	$ 28.00	$ 24.00	$ 20.00	$ 15.00

NOTES:

1. The rates above are inclusive of labor, equipment, gear and all other materials necessary to properly execute and complete the job.
2. Hourly rates include travel time, mileage and other incidental costs.
3. Contractors are mandated to honor the rates reflected on the Schedule of Prices for the initial term of the contract.

PAYMENT DISCOUNT TERMS:

Payment terms are Net 30 days unless bidder otherwise quotes cash discount terms in the box below. The bidder agrees to offer the City any payment discount terms that are offered to its best customers and apply such discount to payments made that meet the discount terms.

Cash discounts offered for payment less than 25 days will not be considered by the City when evaluating bids. All cash discounts shall be taken and computed from the date of delivery or completion and acceptance of the materials and/or service, or from the date of receipt of the invoice, whichever is latest. Partial payments may be made by the City upon receipt of the Contractor's invoice. The City reserves the right to withhold payment until a copy of the invoice is received from the contractor.

Payment Discount offered to the City: _____% for payment within _____ days.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

Massoud Rahdari

From: Bernadine Kolk [bernadine.kolk@emslabs.com]
Sent: Thursday, September 02, 2010 3:41 PM
To: Massoud Rahdari
Subject: Re: 2010-00042 LA City Revised Schedule of Prices.pdf
Attachments: Integrity Pricing.pdf

As requested.

thank you for considering EMS again.

And good luck.

Bernie

On Thu, 2 Sep 2010 16:58:30 -0400, Massoud Rahdari wrote
> Hello Bernie;
>
> Attached, please find a revised form for your input.
>
> During the bid conference we were told that all spaces must be filled
> out - as every entry will be used in the computation for selecting the
> successful bidder, an N/A will not work in our favor.
>
> Thank you again for taking time to complete the form.
>
> Regards,
>
> Massoud Rahdari, Principal
> a: 130 Vantis, Suite130
> Aliso Viejo, CA 92656
> e: mrahdari@integrityenvironmental.com
> t: (949)586-1414, ext. 205 f: (949)586-5922
>
> The message is ready to be sent with the following file or link attachments:
>
> LA City Revised Schedule of Prices.pdf
>
> Note: To protect against computer viruses, e-mail programs may prevent
> sending or receiving certain types of file attachments.
> Check your e-mail security settings to determine how attachments are
> handled.

Bernie

Bernadine Kolk
Laboratory Director
EMS Laboratories, Inc.

626-568-4065

bkolk@emslabs.com

JNIT ITEM #	DESCRIPTION	Rates for the Analysis of Sample(s) based on Turnaround Results				
		Up to 4 Hours	8 Hours	24 Hours	48 Hours	3 to 5 Days
14	Analysis of Asbestos Airborne Sample using Phase Contrast Microscopy (PCM) Analysis.	$ 16	$ 10	$ 11	$ 9	$ 8
15	Analysis of Asbestos Airborne Sample using Transmission Electron Microscopy (TEM) Analysis. AHERA 7402	$ 80 / $ 100	$ 70 / $ 90	$ 55 / $ 80	$ 40 / $ 75	$ 35 / $ 65
16	Analysis of Asbestos Bulk Sample using Transmission Electron Microscopy (TEM) Qualitative Analysis.	$ 65	$ 60	$ 55	$ 50	$ 40
17	Analysis of Asbestos Bulk Sample using Polarized Light Microscopy (PLM) Analysis.	$ 16	$ 12	$ 10	$ 6	$ 5
18	Analysis of Asbestos Micro-Vac Samples	N/A	N/A	$ 110	$ 100	$ 90
19	Analysis of Lead/Wipes/Air Samples, Bulk Paint Chips Samples and Dust Particles.	N/A	N/A	$ 18	$ 6	$ 5
20	Lead Waste Characterization for Total Threshold Limit Concentrations (TTLC) Analysis.	N/A	N/A	$ 23	$ 17	$ 13
21	Lead Waste Characterization for Soluble Threshold Limit Concentration (STLC) Analysis.	N/A	N/A	N/A	$ 78	$ 56
22	Toxicity Characteristic Leaching Procedure (TCLP)	N/A	N/A	N/A	32-hr turn-around $ 95	$ 56
23 *	Analysis of Mold Air Samples (both viable and non-viable)					
	23a. Culturable Analysis	$	$	$	$	$ 44 7+ days
	23b. Total Spore Analysis	$ 80	$ 53	$ 40	$ 29	$ 26
24 *	Analysis of Mold Tape Lifts	$ 80	$ 53	$ 40	$ 29	$ 26
25 *	Analysis of Mold Swab Samples					
	25a. Culturable Analysis – Genus	$	$	$	$	$ 44 7+ days
	25b. Culturable Analysis – Species	$	$	$	$	$ 110 7+ days
	25c. Non-culturable Analysis	$ 80	$ 53	$ 40	$ 29	$ 26

NOTES: * EMLAB

1. The rates above are inclusive of labor, equipment, gear and all other materials necessary to properly execute and complete the job.
2. Hourly rates include travel time, mileage and other incidental costs.
3. Contractors are mandated to honor the rates reflected on the Schedule of Prices for the initial term of the contract.

PAYMENT DISCOUNT TERMS:

Payment terms are Net 30 days unless bidder otherwise quotes cash discount terms in the box below. The bidder agrees to offer the City any payment discount terms that are offered to its best customers and apply such discount to payments made that meet the discount terms.

Cash discounts offered for payment less than 25 days will not be considered by the City when evaluating bids. All cash discounts shall be taken and computed from the date of delivery or completion and acceptance of the materials and/or service, or from the date of receipt of the invoice, whichever is latest. Partial payments may be made by the City upon receipt of the Contractor's invoice. The City reserves the right to withhold payment until a copy of the invoice is received from the contractor.

Payment Discount offered to the City: _____% for payment within _____ days.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

Massoud Rahdari

From: Bernadine Kolk [bernadine.kolk@emslabs.com]
Sent: Tuesday, August 17, 2010 5:35 PM
To: Massoud Rahdari
Subject: City of Los Angeles Bid
Attachments: WBE Certifications(9)(6)(2).pdf; CITY OF LA RATES IFB 0111201001.pdf

Hello Massoud,

What a funny coincidence that you should have called earlier and then I called.

I cannot believe that anyone in the office could be so rude. I do thank you for the information. I would have never known that this is happening in the front office. I do apologize.

I have enclosed the WBE certificates and the price quote. These prices are what we charge the City on contract.

If you need additional information, please contact me.

Warm regards,

Bernie

Bernadine (Bernie) Kolk
Laboratory Director

e-mail: bkolk@emslabs.com

TEL: (626) 568-4065
(800) 675-5777

FAX: (626) 796-5282

www.emslabs.com

EMS Laboratories, Inc.
117 West Bellevue Drive
Pasadena, CA 91105

The documents that may accompany this email transmission may contain confidential information, which belongs to EMS Laboratories, Inc. This information is intended only for the use of the individual or entity named above. If you are not the intended recipient of this information or the person responsible for delivering it to the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of the information contained in the email is strictly prohibited.

14	Analysis of Asbestos Airborne Sample using Phase Contrast Microscopy (PCM) Analysis.	$ 18	$ 13.50	$ 10.80	$ 9.90	$ 9
15	Analysis of Asbestos Airborne Sample using Transmission Electron Microscopy (TEM) Analysis. AHERA 7402	$ 80 150	$ 70 125	$ 55 100	$ 50 90	$ 45 80
16	Analysis of Asbestos Bulk Sample using Transmission Electron Microscopy (TEM) Analysis.	$ 80	$ 70	$ 60	$ 50	$ 40
17	Analysis of Asbestos Bulk Sample using Polarized Light Microscopy (PLM) Analysis.	$ 16	$ 12	$ 10	$ 8	$ 7
18	Analysis of Asbestos Micro-Vac Samples. Semi-Quant Full Quant ASTM			$ 100 150	$ 88 135	$ 80 125
19	Analysis of Lead/Wipes/Air Samples or Bulk Samples.		$ 24	$ 18	$ 12	$ 8
20	Lead Waste Characterization for Total Threshold Limit Concentrations (TTLC) Analysis.		$ 46	$ 28	$ 22	$ 18
21	Lead Waste Characterization for Soluble Threshold Limit Concentration (STLC) Analysis.		$ N/A	$ N/A	$ 78	$ 56
22	Threshold Toxicity Characteristic Leaching Procedure (TTCLP)		$ N/A	$ 112	$ 78	$ 56
23	Analysis of Mold Air Samples (both viable and non-viable) *	$ N/A	$ N/A	$ N/A	$ 43 non-viable	$ 30
24	Analysis of Mold Tape Lifts *	$ N/A	$ N/A	$ N/A	$ 43	$ 30
25	Analysis of Mold Swab Samples *	$ N/A	$ N/A	$ N/a	$ 43	$ 30

*EMLAB

NOTES:

1. The rates above are inclusive of labor, equipment, gear and all other materials necessary to properly execute and complete the job.
2. Hourly rates include travel time, mileage and other incidental costs.
3. Contractors are mandated to honor the rates reflected on the Schedule of Prices for the initial term of the contract.

PAYMENT DISCOUNT TERMS:

Payment terms are Net 30 days unless bidder otherwise quotes cash discount terms in the box below. The bidder agrees to offer the City any payment discount terms that are offered to its best customers and apply such discount to payments made that meet the discount terms.

Cash discounts offered for payment less than 25 days will not be considered by the City when evaluating bids. All cash discounts shall be taken and computed from the date of delivery or completion and acceptance of the materials and/or service, or from the date of receipt of the invoice, whichever is latest. Partial payments may be made by the City upon receipt of the Contractor's invoice. The City reserves the right to withhold payment until a copy of the invoice is received from the contractor.

Payment Discount offered to the City: _____% for payment within _____ days.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

Metro

CALIFORNIA UNIFIED CERTIFICATION PROGRAM

August 25, 2009

CUCP #9591
Metro File # 1683

Bernadine Kolk
EMS Laboratories, Inc.
117 W. Bellevue Drive
Pasadena, CA 91105

RE: Disadvantaged Business Enterprise Certification

Dear Ms. Kolk:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended. Your DBE certification status will be honored by all of the U.S. DOT recipients in California. Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific areas of expertise:

NAICS (2007)	Description	Size Standard
541380	Testing Laboratories	$12.0 million

Your DBE certification is good for five years from the date of this letter and applies only for the above NAICS 2007 codes. Requests for additional or revised NAICS 2007 codes must be made in writing to Metro. After the five-year certification period, your entire file will be reviewed in order to ascertain continued DBE certification status. Prior to your firm's DBE certification expiration date, Metro will send a letter to you requesting information necessary to complete this review.

The Regulations also require annual updates during this five-year period. In order to assure continuing DBE status, you must submit annually a DBE Declaration with supporting documentation, in the format that will be sent to you. Based on your annual submission that no change in ownership and control has occurred, or if changes have occurred, they do not affect your firm's DBE standing, the DBE certification of your firm will continue until the five-year certification has expired.

Also, should any changes occur that could affect your certification status prior to receipt of the DBE Declaration, such as changes in your firm's name, business/mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately. Your DBE certification is subject to review at any time. Failure to submit forms and/or change of information will be deemed as failure to cooperate under §26.109 of the Regulations.

Congratulations, and thank you for your interest in the CUCP.

Sincerely,

Lucille Coleman
Manager, EEO Programs & Small Business Certification

Small Business Certification Unit
One Gateway Plaza, Mail Stop 99-13-5, Los Angeles, CA 90012-2952
Ph: 213-922-2600 Fax: 213-922-7660

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

Metro

August 25, 2009

Metro File #1683

Bernadine Kolk
EMS Laboratories, Inc.
117 W. Bellevue Drive
Pasadena, CA 91105

RE: Women-Owned Business Enterprise Certification

Dear Ms. Kolk:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Woman-Owned Business Enterprise (WBE) as required under Metro WBE Program. Your firm will be listed in the Metro WBE database of certified WBE firms under the following specific areas of expertise:

NAICS (2007)	Description
541380	Testing Laboratories

Your WBE certification is good for two years from the date of this letter and applies only for the above NAICS 2007 codes. Requests for additional or revised NAICS 2007 codes must be made in writing to Metro. After the two-year certification period, your entire file will be reviewed in order to ascertain continued WBE certification status. You will be notified of the pending WBE status review and any documentation updates necessary prior to the expiration date.

Should any changes occur that could affect your certification status, such as changes in your firm's name, business/mailing address, ownership, management or control, please notify Metro immediately. WBE certification is subject to review at any time.

Metro reserves the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading, or incorrect information. Metro also reserves the right to request additional information and/or conduct on-site visits at any time during the certification period. The firm thereby consents to the examination of its books, records, and documents by the Metro.

Congratulations, and thank you for your interest in Metro's WBE Program.

Sincerely,

Lucille Coleman
Manager, EEO Programs & Small Business Certification

C:\Documents and Settings\garciael\My Documents\00 - MTA Files\CERTIFICATION\Cert-Word\00 - Shirley Wong\E-F Firms\EMS Laboratories, Inc. WBE.doc

151672

BUSINESS ENTERPRISE CERTIFICATE

E M S LABORATORIES, INC.

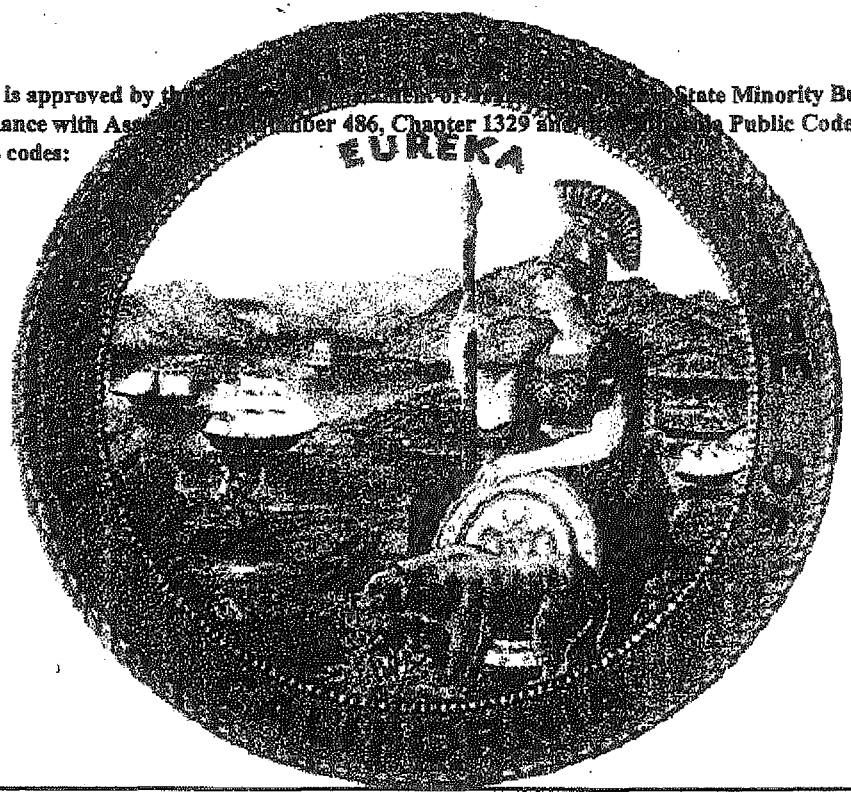
117 WEST BELLEVUE DRIVE
PASADENA, CA 91105 2503

Owner: BERNARDINE KOLK

Business Structure: CORPORATION

STATE WOMEN BUSINESS ENTERPRISE

This certificate acknowledges that said firm is approved by th[illegible] State Minority Business Enterprise or State Women Business Enterprise (or in some cases both) in accordance with As[illegible]mber 486, Chapter 1329 and [illegible]a Public Code, Chapter 2.5 (commencing with Section 2050), for the following NAICS codes:



* 541380 Testing Laboratories

* Indicates primary NAICS code

CERTIFYING AGENCY:
DEPARTMENT OF TRANSPORTATION
1823 14TH STREET, MS 79
SACRAMENTO, CA 95814 0000
(916) 324-1700

Firm Number : 9591
Renewal Date : February 1, 2011

January 30, 2009

JANICE SALAIS, CERTIFYING AGENCY REPRESENTATIVE