

CONTRACT SUMMARY SHEET

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

DATE: July 22, 2013

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): General Services

CONTACT PERSON: Greg Griffin PHONE: (213) 473-0652

CONTRACT NO.: C-122631 COUNCIL FILE NO.: _____

ADOPTED BY COUNCIL: N/A
DATE
APPROVED BY BPW: N/A
DATE

NEW CONTRACT
AMENDMENT NO. _____
ADDENDUM NO. _____
SUPPLEMENTAL NO. _____
CHANGE ORDER NO. _____

CONTRACTOR NAME: TRL Systems, Inc.

TERM OF CONTRACT: 7/22/2013 THROUGH: 7/21/2014

TOTAL AMOUNT: \$5 Million over 3 years

PURPOSE OF CONTRACT:

To provide and/ or install, design, test and program various types of fire alarms systems and/or fire life safety systems.

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

PRINT

CITY OF LOS ANGELES
DEPARTMENT OF GENERAL SERVICES
CONSTRUCTION FORCES DIVISION

PROVIDE AND/OR INSTALL
FIRE LIFE SAFETY SYSTEMS AND ALARMS
IFB# 02282013

ADDENDUM 1

March 4, 2013

To all potential bidders:

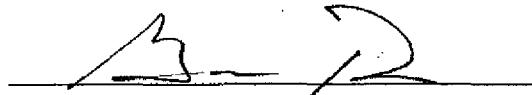
Due to the short notice in announcing the first pre-bid meeting for this Invitation for Bid, a second pre-bid meeting is scheduled to be held on Thursday, March 7, 2013, 9:30am at:

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

Bidders who attended the February 28, 2013 pre-bid meeting are not required to be present for this meeting, but are welcomed to attend.

Please include this addendum with your bid package submission.

All other terms and conditions remain the same.



Gia Pa, Contract Administrator
(213) 473-0652
gsd.cfdcontracts@lacity.org



City of Los Angeles

Invitation For Bid (IFB)

General Services Department

Construction Forces Division

Provide and/or Install Fire Life

Safety Systems and Alarms II

INFORMATION PAGE

IFB Issue Date

February 26, 2013

Description

The City of Los Angeles requests bids from qualified firms to provide demolition, and/or removal of a wide variety of structures, structural components and/or site elements on either public facilities or private properties. Scope of work may include, but not limited to, Contractor will be required, but not limited to, to provide and/or install, design, test and program various types of fire alarms systems and/or fire life safety systems as indicated per project specifications, provide shop drawings and engineering, monitoring, testing and scheduling inspections, assist with pre-testing and final testing as required, programming and commissioning for entire system maintain, repair and/or modify existing fire alarm systems, replace existing devices and/or systems with new addressable devices to comply with current codes, provide training, consultant services and 24 hour on-call technical support, and provide fire-watch services. Work shall meet or exceed all required federal, state and local codes and regulatory standards. Contractors must be able to provide certified payroll, support documents, and other related information upon request.

Web Address for IFB Updates

<http://www.labavn.org>

Users must register on this website (Los Angeles Business Assistance Virtual Network) before they can access IFB updates.

Pre-Bid Conference

Thursday, February 28, 2013, 9:30 a.m. Pacific Time

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

Deadline for Submitting Additional Questions

Thursday, April 11, 2013

Address for Delivering Bids

City of Los Angeles
GSD – Construction Forces Division
Attention: Gia Pa, Contract Administrator
555 Ramirez St. Space 150C
Los Angeles, CA 90012

Deadline for Submitting Bids

Thursday, April 25, 2013 at 1:00 p.m. Pacific Time

City Contact for this IFB

Mr. Gia Pa
GSD.CFDcontracts@lacity.org

Phone (213) 473-0652
Fax (213) 473-0676

Required Insurance and Minimum Limits

Name: General Services Department Construction Forces DivisionDate: 03/12/2013Agreement/Reference: Provide and/or Install Fire Life Safety Systems and Alarms II

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)

WC	<u>Statutory</u>
EL	<u>\$1,000,000</u>

Waiver of Subrogation in favor of City

Longshore & Harbor Workers
 Jones Act

General Liability

\$1,000,000

Products/Completed Operations

Sexual Misconduct

Fire Legal Liability

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)

\$1,000,000

Professional Liability (Errors and Omissions)

\$1,000,000

Discovery Period 12 Months After Completion of Work or Date of Termination

Property Insurance (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood

Builder's Risk

Earthquake

Pollution Liability

Surety Bonds - Performance and Payment (Labor and Materials) Bonds

100% of the contract price

Crime Insurance

Other: *Professional Liability Insurance is required for Contractor or any sub-contractor performing professional design/engineering type work as part of the project, such as design-build fire protection and alarm system.

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

***PROVIDE AND/OR INSTALL
FIRE LIFE SAFETY SYSTEMS
AND ALARMS II***

IFB# 0228201300

Tony M. Royster, General Manager



DATE: February 28, 2013

TO: ALL PROSPECTIVE BIDDERS

**INVITATION FOR BID
FOR
PROVIDE AND/OR INSTALL FIRE LIFE SAFETY SYSTEMS AND ALARMS**

The City of Los Angeles, Department of General Services (GSD) is soliciting bids from experienced contractors interested to provide and/or install fire life safety systems and alarms.

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 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 providing structural steel fabrication and/or erection 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 five (5) bidders. Once the contract has been executed, the vendor will be contacted when the City requires services for providing and/or installing fire life safety systems and alarms. Pre-qualified bidders will provide a job quote on specific one-time projects that occur during the term of this contract. A pre-qualified bidder is not guaranteed a project during the term of the contract. The contract will be awarded to the lowest responsive and responsible bidder.

Scope – Contractor will be required, but not limited to, provide and/or install, design, test and program various types of fire alarms systems and/or fire life safety systems as indicated per project specifications, provide shop drawings and engineering, monitoring, testing and scheduling inspections, assist with pre-testing, final testing, acceptance testing, Regulation 4 testing, etc., as required, programming and commissioning for entire system maintain, repair and/or modify existing fire alarm systems, replace existing devices and/or systems with new addressable devices to comply with current codes, provide training, consultant services and 24 hour on-call technical support, and provide fire-watch services. The Contractor will provide labor, supervision, equipment, and all incidentals required to perform the work. Work shall meet or exceed all required federal, state and local codes and regulatory standards.

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.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

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 to the address listed below:

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

The Bid Due Date for "Provide and/or Install Fire Safety Systems and Alarms" will be on Thursday, April 25, 2013 at 1:00 p.m. All bids submitted will be stamped with the date and time. Timely submission of bids is the sole responsibility of the bidder. Bids must be received **on or before 1:00 p.m. on the bid due date** at Piper Technical Center at the above address. All bids received after 1:00 p.m. on the bid due date and/or received at any other location will be deemed non-responsive and will be returned to the bidder unopened. CFD reserves the right to determine the timeliness of all submitted bids. CFD reserves the right to reject all bids.

The bidder must submit at least **two (2) complete originals with 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 non-responsive and therefore disqualified. Likewise, submitted bid package with incomplete pages may also be considered non-responsive.

Bid results will be available for review at the above address for a period of one year from the time the contract is awarded. After such time, you may contact the Contract Processor at (213) 473-0652.

For questions concerning this bid, you may contact the Contract Administrator, Gia Pa or Contract Processors, Gloria Dean or Louisa Tan at (213) 473-0652 or via email at GSD.CFDContracts@lacity.org. All questions will be answered via an addendum or posted on the City's BAVN.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

CITY OF LOS ANGELES
INVITATION FOR BID (IFB)
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IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

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INVITATION FOR BID (IFB)
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IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL



CITY OF LOS ANGELES
 DEPARTMENT OF GENERAL SERVICES
 CONSTRUCTION FORCES DIVISION

**INSTRUCTIONS TO BIDDERS FOR:
 PROVIDE AND INSTALL FIRE LIFE SAFETY
 SYSTEMS AND ALARM**

ESTIMATED TOTAL: \$5 MILLION DOLLARS

BIDS MUST BE RECEIVED BEFORE 1:00 P.M. ON THE BID DUE DATE AT PIPER TECHNICAL CENTER, 555 RAMIREZ STREET, SPACE 150C, LOS ANGELES, CA 90012. [NOTE: BIDS RECEIVED AT ANY OTHER LOCATION WILL BE DEEMED NON-RESPONSIVE AND RETURNED TO THE BIDDER UNOPENED.]

MINIMUM LICENSE REQUIREMENTS:

Prospective bidders need to be licensed by the California State License Board, at the time the bids are due, with at least the following licenses:

- "C-10" Electrical Contractor license and "C-16" Fire Protection Contractor license, or
- "A" General Building Contractor license and "C-10 and/or C-16"

IMPORTANT INFORMATION

PRE-BID CONFERENCE

A pre-bid conference for the contract will be held on Thursday, February 28, 2013 at 9:30am 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 City's Business Inclusion Program, City Affirmative Action Program, Labor Code Compliance and various other City requirements.

To R.S.V.P. for this pre-bid conference, please contact the Contract Processors, Louisa Tan or Gloria Dean 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

NOTICE TO BIDDER: IMPORTANT INFORMATION
INSTRUCTIONS FOR BIDDER'S CHECK LIST (PAGES 7 TO 9)

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

CFD will receive for, and on behalf of, the General Manager of the Department of General Services at Piper Technical Center 555 Ramirez Street Space 150C, Los Angeles, CA 90012, at or before 1 P.M. on the Bid Due Date, sealed bids for "Provide and/or Install Fire Life Safety Systems and Alarms."

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 Street Space 150C, Los Angeles, CA 90012 and marked "Provide and/or Install Fire Life Safety Systems and Alarms."

The bidder must further conform to the requirements of these instructions. The bidder must state, in figures, the unit price of each line item. 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.

If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given; if it is made by a co-partnership, it must be signed with the co-partnership name by a member of the firm, and the name and full address of each member must be given; if it is made by a corporation, it must be signed as follows and the corporate seal must be attached to such signatures:

- (a) Two signatures, one by the Chairman of Board of Directors, President or any Vice President and one by the Secretary, Assistant Secretary, Chief Financial Officer or any Assistant 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.

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 submitted on all items? Initial
- (b) Is the bid completed exclusively in ink (or typewritten)? Initial
- (c) Is the bid properly signed and dated (as noted on the bottom of page 13)? Initial
- (d) Have prices, addition, bid amount and any deductive alternatives been double-checked?.. 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

Bidders may examine and judge for themselves the location, physical condition of the site.

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.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

6. AFFIDAVIT OF NON-COLLUSION

Each bid must have therein or attached thereto the notarized affidavit of the bidder that such bid is genuine, and not sham or collusive, or made in the interest, or on behalf, of any person not therein named, and that the bidder has not, directly or indirectly, induced or solicited any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for himself/herself an advantage over any other bidder. Any bid not accompanied by, or which is made without, such an affidavit, or is in violation thereof, 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 (Pages 12-13) properly filled in, signed and corporate seal affixed?.....  Initial
 (b) Is Affidavit notarized, notary-sealed, and does it include a certificate of the notary?  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. CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET (Page 14)

If the bidder has not been awarded a project with CFD within the last three (3) years, are the above-required pages complete and included with the bid?  Initial

9. NOTICE TO PROSPECTIVE CONTRACTORS PERTAINING TO NONDISCRIMINATION IN EMPLOYMENT

Has the bidder reviewed the requirements pertaining to discrimination in employment of page 56 and completed and signed at the bottom?  Initial

10. PREVAILING WAGE RATES (Page 57)

Has the bidder reviewed the requirements pertaining to the payment of prevailing wage rate?  Initial

11. EQUAL BENEFITS ORDINANCE (Pages 70-75)

Has the bidder read the "Equal Benefits Ordinance", completed and posted the form on Business Assistance Virtual Network (BAVN)?  Initial

12. REPORTING REQUIREMENTS AFTER AWARD OF CONTRACT (Page 76)

Has the bidder read, signed and included the "Reporting Requirements after Award of a Contract" concerning submission of "Monthly Ethnic Composition of Work Force" report forms?  Initial

13. NON-DISCRIMINATION, EQUAL EMPLOYMENT PRACTICES AND AFFIRMATIVE ACTION PROGRAM

(a) Has the bidder read the program provision (Page 82)?  Initial
 (b) Has the bidder completed the "Anticipated Employment Utilization Report" (Page 83)?  Initial
 (c) Has the bidder completed and posted the "Nondiscrimination • Equal Employment Practices • Affirmative Action form" and "Total Composition of Work Force" on BAVN?  Initial

14. CONTRACTOR RESPONSIBILITY ORDINANCE DOCUMENTATION (Pages 84-95)

Has the bidder completed the "Pledge of Compliance with Contractor Responsibility Ordinance"  Initial
 Has the bidder reviewed and submitted the "Contractor Responsibility Questionnaire"?  Initial

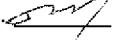
15. SLAVERY DISCLOSURE ORDINANCE (Pages 97-102)

Has the bidder reviewed and posted the "Slavery Disclosure Ordinance" Affidavit on BAVN?  Initial

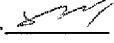
16. CERTIFICATIONS REGARDING DRUG-FREE WORKPLACE, DEBARMENT AND FEDERALLY ASSISTED PROJECTS (Pages 103-107)

Has the bidder reviewed and signed the "Certifications Regarding Drug-Free Workplace," "Debarment and Suspension Certification," "Equal Opportunity Officer Form," "Certification With Regards to Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports" and "Certification of Non-Segregated Facilities"?  Initial

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

17. MUNICIPAL LOBBY ORDINANCE (Pages 161-208) Has the bidder reviewed and signed "Bidder Contributions CEC Form 50" and "CEC Form 55" (Pages 202-205)?  Initial

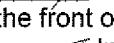
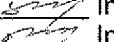
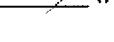
18. GENERAL CONDITIONS

Has the bidder, including those who have previously bid or been awarded a contract with CFD, become familiarized with any updated revisions of the Instructions to Bidders herein and revised General Conditions?  Initial

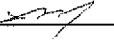
19. CONTRACTOR'S LICENSE AND CLASSIFICATION

"JOINT VENTURE LICENSE REQUIREMENT NOTICE" – The State Contractors' License Board has informed the Department of General Services that a "Joint Venture Contractor's License" on this project (if applicable), is available and issued over the counter at the locations 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 number, expiration date, and classifications listed below?  Initial
- (b) Is the bidder using the correct contractor's license for the firm bidding?  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?  Initial
- (d) If a "joint venture," does the bidder have a current joint venture license?  Initial

20. SUBCONTRACTING

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

21. 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 within ten days after the contract and bid forms are delivered to him.

The following documents are essential parts of the complete contract: The Notice Inviting Bids, Instructions to Bidders and Specifications, and, if any, the plans for the work, all of which documents are on file in the CFD office.

22. NAME OF CONTRACTOR TRL Systems Inc

23. CONTRACTOR'S ADDRESS 9531 Milliken Ave. Number and Street

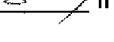
<u>Rancho Cucamonga</u>	<u>Calif.</u>	<u>91730</u>
City	State	Zip Code

24. CONTRACTOR'S LICENSE NUMBER 413747 EXPIRATION DATE 11/30/13

25. LICENSE CLASSIFICATIONS C10, C16

26. CONTRACTOR'S TELEPHONE NUMBER (800) 266-1392

27. BIDDER'S CHECK LIST

- (a) Are all pertinent sections of the "Bidder's Check List" completed, signed and initialed?  Initial

BY: (Signature)  Date 4/15/13

PRINT NAME: Darin Matheus

TITLE OR POSITION: General Manager – Fire Division

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

We found this bid by being notified of the RFP via email

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

CITY OF LOS ANGELES
DEPARTMENT OF GENERAL SERVICES
CONSTRUCTION FORCES DIVISION
SCHEDULE OF WORK AND 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	BID RATE
1	Material, Mark-up: Percentage Mark-up (Note: When invoicing, Contractor shall include a copy of invoice from the supplier.) Quote Percentage Mark-up.	50%
2	Equipment Rental, Site Cost: Percentage Mark-up for non-owned equipment (Note: When invoicing, Contractor shall include a copy of invoice from the supplier). Quote Percentage Mark-up.	20%
3	Equipment Non-rental, Site Cost: The cost the Contractor shall charge to the City for equipment owned by the Contractor that is required at the job site. Bid for this line item must be in accordance with the Contractor Equipment and Price Catalog.	NO BID NECESSARY – BID PER PROJECT
4	Labor, Contractor's Forces. 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
5	Subcontractor Charges: Percentage Mark-up (Note: When invoicing, contractor shall include a copy of the invoice from the subcontractor.) Quote Percentage Mark-up.	20%

Labor, Contractor's Forces, On-Site (subject to Prevailing Wage), Cost Per Hour

		STRAIGHT TIME RATES			OVERTIME RATES			HOLIDAY TIME RATES		
		Base Rate	Overhead / Profit	Straight Time Rate Per Hr.	Base Rate	Overhead / Profit	Overtime Rate Per Hr.	Base Rate	Overhead / Profit	Holiday Rate Per Hr.
6	Superintendent	\$75	\$75	\$150	\$95	\$95	\$190	\$115	\$115	\$230
7	Proj. Supervisor / General Foreman	\$75	\$75	\$150	\$95	\$95	\$190	\$115	\$115	\$230
8	Fire Alarm Installer	\$70	\$70	\$140	\$92.5	\$92.5	\$185	\$110	\$110	\$220
9	Fire Alarm Helper	\$65	\$65	\$130	\$87.5	\$87.5	\$175	\$105	\$105	\$210
10	Inside Wireman	\$75	\$75	\$150	\$95	\$95	\$190	\$115	\$115	\$230
11	Sprinkler Fitter	\$67.5	\$67.5	\$135	\$87.5	\$87.5	\$175	\$115	\$115	\$230
12	Welder	\$65	\$65	\$130	\$88	\$85	\$173	\$110	\$110	\$220
13	Laborer I	\$47	\$47	\$94	\$30	\$35	\$65	\$40	\$50	\$90
14	Laborer II	\$48	\$48	\$96	\$35	\$40	\$75	\$50	\$60	\$110
15	Laborer III	\$49	\$49	\$98	\$35	\$40	\$75	\$50	\$60	\$110
16	Laborer IV	\$50	\$50	\$100	\$45	\$45	\$90	\$60	\$70	\$130
17	Apprentice I	\$27	\$27	\$54	\$30	\$35	\$65	\$40	\$50	\$90
18	Apprentice II	\$29	\$30	\$59	\$35	\$40	\$75	\$50	\$60	\$110
	Apprentice III	\$30	\$30	\$60	\$35	\$40	\$75	\$50	\$60	\$110
20	Apprentice IV	\$37	\$40	\$77	\$45	\$45	\$90	\$60	\$70	\$130

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

21	Equipment Operator	\$65	\$65	\$130	\$85	\$85	\$170	\$110	\$110	\$220
22	Carpenter	\$55	\$55	\$110	\$75	\$75	\$150	\$90	\$95	\$185
23	Shop Drawings / As-builts / Blueprints						NO BID NECESSARY – BID PER PROJECT			
24	Testing						NO BID NECESSARY – BID PER PROJECT			
25	Engineering / Design						NO BID NECESSARY – BID PER PROJECT			
26	Inspections						NO BID NECESSARY – BID PER PROJECT			
27	Bonds. Premium for Contractor's and Payment Bonds as required per project.						NO BID NECESSARY – BID PER PROJECT			

NOTES:

1. If a line item has various levels within a particular classification, the bidder shall bid on the highest prevailing wage rate for that classification, and at the time a project is let, the Contractor(s) will be notified of the proper classification to bid.
2. "Base Rate" should include the basic hourly rate, health and welfare, pension (if applicable), vacation and holiday pay, training and other employer payment (if applicable).

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 received from the contractor.

Payment Discount offered to the City: 2 % for payment within 10 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, 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 contract.

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: Rancho Cucamonga CA ON THE 15th DAY OF April, 2013
(Bidder Completes) City State Month

Firm's Name: TRL Systems Inc. Telephone # 800-266-1392

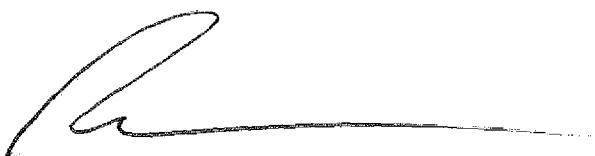
Firm's Address 9531 Milliken Ave Rancho Cucamonga Calif 91703
Street City State Zip

() () ()
Initials Initials Initials

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

State of California
County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this 17th day of April 2013,
by Jeff Purdy, John Madley, proved to be on the basis of satisfactory
evidence to be the person(s) who appeared before me.



Signature of Notary Public



(seal)



When Reliability Counts

Minutes of a special meeting of the Board of Directors of TRL Systems, Inc.
Held at 10:00 A.M., March 1, 2011
At 4405 Airport Drive, Ontario, CA 91761

Present were the following Directors:

Mark L. Purdy
D. Jeffrey Purdy

The only item of business on the agenda was the designation and authorization of certain Officers of the Corporation to sign bid offers, construction contracts, pre-qualifications, power of attorney and other legally binding documents which may require execution in the normal course of business.

After some discussion, the following resolution was proposed and adopted by unanimous consent of the Directors present:

**RESOLVED THAT THE FOLLOWING OFFICERS OF TRL SYSTEMS, INC. BE AND THEY
HEREBY ARE DESIGNATED, EMPOWERED AND AUTHORIZED TO SIGN AND EXECUTE
CONTRACT BIDS, PRE-QUALIFICATIONS, CONSTRUCTION CONTRACTS, POWER OF
ATTORNEY AND OTHER MISCELLANEOUS LEGAL DOCUMENTS THAT REQUIRE EXECUTION
IN THE NORMAL COURSE OF THE CONSTRUCTION BUSINESS:**

Mark L. Purdy	President, Chief Executive Officer
D. Jeffrey Purdy	Vice President, Chief Operating Officer
John E. Hadley	Vice President and Chief Financial Officer
Stephen P. Adams	Vice President Healthcare Division
Gary S. Chavarria	Security Division General Manager
Darin R. Matheus	Fire Division General Manager

This resolution is in force and has been unchanged.

A handwritten signature of Mark L. Purdy.

Mark L. Purdy
President, Chief Executive Officer

A handwritten signature of D. Jeffrey Purdy.

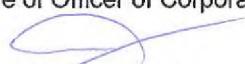
D. Jeffrey Purdy
Vice President, Chief Operating Officer

(a) INDIVIDUAL (sign here if individual)

Sign Name	Print Name	Title	Date
Address: Street	City	State	Zip
(b) <u>CO-PARTNERSHIP</u>			
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) CORPORATIONName of Corporation: TRL Systems Inc.

Address: <u>9531 Milliken Ave</u>	<u>Rancho Cucamonga</u>	<u>CA</u>	<u>91730</u>
Street	City	State	Zip

	<u>Jeff Purdy</u>	<u>C.O.O.</u>	<u>4/15/13</u>
Signature of Officer of Corporation	Printed Name	Title of Officer of Corporation	Date
	<u>John Hadley</u>	<u>C.F.O.</u>	<u>4/15/13</u>
Signature of Officer of Corporation	Printed Name	Title of Officer of Corporation	Date

Approved Signatures Methods for Corporations:

- 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
- 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 notarized) <u>San Bernardino</u> County of <u>San Bernardino</u> State of <u>California</u> Subscribed and sworn this <u>17th</u> day of <u>April</u> <u>2013</u> <u>See Attached</u> Signature (Notary Seal)	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. <u>Tony M. Royster, General Manager</u> Department of General Services By: <u>Deputy Manager</u> General Manager Date: <u>4/15/13</u> <u>7/17/13</u>	Approved as to form on Date: <u>7/17/13</u> Carmen A. Trutanich City Attorney By: <u>Asst. City Attorney</u> Asst. City Attorney	City Clerk Contract No. <u>C-122631</u> Attest: June Lagmay City Clerk By: <u>Deputy City Clerk</u> Deputy City Clerk Date: <u>7-22-13</u>
---	---	---	--

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL.

CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET
CONTRACTOR MUST USE THIS FORM

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 _____

Location of Project _____

Project Description _____

Amount of the Contract See Attachment A1 _____ Duration in Months _____

Awarding Agency _____

Awarding Agency Address _____

Street	City	State	Zip
--------	------	-------	-----

Awarding	Agency	Telephone	Number	(Include	Area	Code)
----------	--------	-----------	--------	----------	------	-------

Awarding	Agency	Project _____				Liaison
----------	--------	---------------	--	--	--	---------

Project Liaison Telephone Number (Include Area Code) _____

Name of Project _____

Location of Project _____

Project Description _____

Amount of the Contract _____ Duration in Months _____

Awarding Agency _____

Awarding Agency Address _____

Street	City	State	Zip
--------	------	-------	-----

Awarding	Agency	Telephone	Number	(Include	Area	Code)
----------	--------	-----------	--------	----------	------	-------

Awarding	Agency	Project _____				Liaison
----------	--------	---------------	--	--	--	---------

Project Liaison Telephone Number (Include Area Code) _____

Name of Project _____

Location of Project _____

Project Description _____

Amount of the Contract _____ Duration in Months _____

Awarding Agency _____

Awarding Agency Address _____

Street	City	State	Zip
--------	------	-------	-----

Awarding	Agency	Telephone	Number	(Include	Area	Code)
----------	--------	-----------	--------	----------	------	-------

Awarding	Agency	Project _____				Liaison
----------	--------	---------------	--	--	--	---------

Project Liaison Telephone Number (Include Area Code) _____

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

Attachment A1

CONTRACTOR GOVERNMENTAL PROJECT REFERENCE

Awarding Agency	Project Name	Project Address Line 1	City	State	Zip	Project liaison	Phone #	Liaison Phone #	Amount of Contract	Duration
City Of Fontana	PD Hanger- Intrusion Adds	8353 Sierra Ave.	Fontana	CA	92335	Chris Beck	909-350-6791	\$	4,324.00	4.5
City Of Fontana	SMS Platform - Labor Only	8353 Sierra Ave.	Fontana	CA	92335	Chris Beck	909-350-6791	\$	24,300.00	5.0
City Of Fontana	Fontana Community Svcs - Level add - AC	8353 Sierra Ave.	Fontana	CA	92335	Chris Beck	909-350-6791	\$	4,509.90	1.3
City Of Fontana	Human Resources - Door Add - Access Control	8353 Sierra Ave.	Fontana	CA	92335	Dennis Vlach	909-208-8831	\$	3,188.01	1.0
City Of Fontana	P1054 - PD - Dispatch - Door Add - Access Control	8353 Sierra Ave.	Fontana	CA	92335	Chris Beck	909-350-6791	\$	5,185.00	0.4
Los Angeles Mission College-LAMC	*PW* LAMC Student Service Center	13356 Elbridge Avenue	Sylmar	CA	91342	Ashley Henderson	714-359-5755	\$	163,455.00	7.1
Maymount College	Ontriv (13)	30800 Palos Verdes Dr. East	Rancho Palos Verdes	CA	90275	Mike Macklemarie	310-863-0995	\$	6,444.50	0.8
Riverside County Regional Medical Center-RRMC	*PW* Detention Health Clinic Remodel FA	26520 Cactus Ave	Moreno Valley	CA	92555	Bob Dahlbeck	909-821-8359	\$	945.00	15.7
Riverside County Regional Medical Center-RRMC	*PW* Detention Health Clinic Remodel FA - Facility	26520 Cactus Ave	Moreno Valley	CA	92555	Bob Dahlbeck	909-821-8359	\$	945.00	15.5
Riverside County Regional Medical Center-RRMC	*PW* Lower Level 10ft Foot 18 Strobes & Smoke Detector	5990 County Farm Road	Riverside	CA	92555	Bob Dahlbeck	909-821-8359	\$	945.00	10.7
Superior Court of California County of Orange	*PW* Mental Health Bldg DO Replacement & Eng FA	700 W Civic Center Drive	Santa Ana	CA	92701	Russ Anley	657-622-7524	\$	19,483.00	12.4
University of California - San Diego (UCSD)	*PW* Concierge Clinic Downtown F Street MOB AC	203 F Street	San Diego	CA	92101	Frances Reida	619-542-6547	\$	30,000.00	0.6
University of California - San Diego (UCSD)	*PW* *PW* Encinitas MOB - Security Upgrades	1200 Garden View RD	Encinitas	CA	92024	Frances Reida	619-542-6547	\$	50,990.07	6.4
University of California - San Diego (UCSD)	*PW* Fringe - Human Resources - AC/CTV	10280 N Torrey Pines, Ste 205A	La Jolla	CA	92093	Frances Reida	619-542-6547	\$	33,150.01	1.3
University of California - San Diego (UCSD)	P655 Executive Drive - Phase II SEC	10280 N Torrey Pines, Ste 205A	La Jolla	CA	92093	Frances Reida	619-542-6547	\$	5,419.33	1.0
University of California - San Diego (UCSD)	Campus Point Stemcell Lab - Asphume Adds	10280 N Torrey Pines, Ste 205A	La Jolla	CA	92093	Frances Reida	619-542-6547	\$	13,267.00	1.3
University of California Irvine	Orbita Intergr 5 Software Upgrade	529 E. Parkton Drive	Irvine	CA	92617	Sharon Stead	949-824-7582	\$	7,000.00	0.4
University of California Irvine	5201 California Ave 6th Fl (UCI) Ayala Library	5201 California Ave	Irvine	CA	92697	Sharon Stead	949-824-7582	\$	16,945.00	3.5
USC University Hospital	UH-HSC Upgrade FA	1500 San Pablo	Los Angeles	CA	90033	Rick Sondale	323-442-3738	\$	1,427,880.00	17.3
USC University Hospital	2nd Flr B/Ptne FA	1500 San Pablo	Los Angeles	CA	90033	Michael Ramborg	714-615-0696	\$	922,61	4.5
USC University Hospital	Nurse Call Add HCC 2 LL	1500 San Pablo	Los Angeles	CA	90033	Michael Ramborg	714-615-0696	\$	224,860.00	0.8
HCC 1 Pet Clinic 3RD Flr NC	HCC 1 Pet Clinic 3RD Flr NC	1500 San Pablo	Los Angeles	CA	90033	Gerard Darbone	323-442-3500	\$	5,100.00	2.5
HCC 2 Building 11 Imaging NC	HCC 2 Building 11 Imaging NC	1500 San Pablo	Los Angeles	CA	90033	Barbara Luperolani	323-442-3500	\$	36,270.00	2.3
LL Pharmacy Chemotherapy FA	LL Pharmacy Chemotherapy FA	1500 San Pablo	Los Angeles	CA	90033	John Nordblad	323-442-3500	\$	3,835.00	8.5
USC University Hospital	Medical Air/Vacuum Pump Installation FA	1500 San Pablo	Los Angeles	CA	90033	Tom Muns	714-672-8800	\$	5,775.00	8.4
USC University Hospital	Evaluation Treat Clinic	1500 San Pablo	Los Angeles	CA	90033	Gerard Darbone	323-442-3642	\$	7,000.00	1.9
Victorville City PD	Victorville PD Card Reader Add 4-6	14200 Amargosa Road	Victorville	CA	92392	Mark Deamer	760-241-2911	\$	15,975.39	

CONTRACTOR KEY EMPLOYEE REFERENCE SHEET
CONTRACTOR MUST USE THIS FORM

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.

Name of Employee Darin Matheus Title General Manager, Fire Division
 Years Experience 27 years Current Licenses and/or Certification NICET IV, EST3, EST-FireWorks,
 Other Pertinent Information Smoke Control, Building Automation, DAS Electrician Certification, Regulation 4, Certificate of Fitness

Name of Employee Noe Castaneda Title Large Projects Manager
 Years Experience 15 years Current Licenses and/or Certification EST3, EST FireWorks, QuickStart, Calif. State Certification,
 Other Pertinent Information _____

Name of Employee Dale Rask Title Project Manager
 Years Experience 22 years Current Licenses and/or Certification EST3, MODCOM, EST FireWorks, QuickStart, EST2, Calif. State Certification
 Other Pertinent Information _____

Name of Employee Miguel Bautista Title Operations Manager
 Years Experience 16 years Current Licenses and/or Certification EST3, Regulation 4
 Other Pertinent Information _____

Name of Employee Noe Gonzalez Title Foreman
 Years Experience 13 years Current Licenses and/or Certification EST3, EST FireWorks, NICET I
 Other Pertinent Information _____

Name of Employee Arnulfo Munoz Title Foreman
 Years Experience 7 years Current Licenses and/or Certification EST3, EST FireWorks, GE Telligence,
 Other Pertinent Information OnSSI, Asbestos Certified, Calif. State Certification

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

CONTRACTOR KEY EMPLOYEE REFERENCE SHEET
CONTRACTOR MUST USE THIS FORM

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.

Name of Employee Cindy Rea Title Human Resources Manager

Years Experience 12 years Current Licenses and/or Certification SPHR

Other Pertinent Information Bachelor Degree in Business Administration with emphasis in Human Resources

Name of Employee _____ Title _____

Years Experience _____ Current Licenses and/or Certification _____

Other Pertinent Information _____

Name of Employee _____ Title _____

Years Experience _____ Current Licenses and/or Certification _____

Other Pertinent Information _____

Name of Employee _____ Title _____

Years Experience _____ Current Licenses and/or Certification _____

Other Pertinent Information _____

Name of Employee _____ Title _____

Years Experience _____ Current Licenses and/or Certification _____

Other Pertinent Information _____

Name of Employee _____ Title _____

Years Experience _____ Current Licenses and/or Certification _____

Other Pertinent Information _____

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

STANDARD PROVISIONS FOR CITY CONTRACTS

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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 therefor. **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, rights 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 workforce 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 workforce or replacement of those employees who leave the workforce 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.

Rev. 10/09

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker.)

- 1. Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.
- 2. When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

- 3. Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **Track4LA™** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **Track4LA™** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 may be accepted. All Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Acceptable Alternatives to Acord Certificates and other Insurance Certificates:

- A **copy of the full insurance policy** which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY.
- **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Completed **Insurance Industry Certificates other than ACORD 25 Certificates** can be sent electronically (CAO.insurance.bonds@lacity.org) or faxed to the Office of the City Administrative Officer, Risk Management (213) 978-7616. Please note that submissions other than through

Track4LA™ will delay the insurance approval process as documents will have to be manually processed.

Verification of approved insurance and bonds may be obtained by checking Track4LA™, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

4. Renewal When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate through Track4LA™ at <http://track4la.lacity.org> or submit an Insurance Industry Certificate or a renewal endorsement as outlined in Section 3 above. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.

5. Alternative Programs/Self-Insurance Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. General Liability insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.)

7. Automobile Liability insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. Errors and Omissions coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. Workers' Compensation and Employer's Liability insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding; caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. Property Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. Surety coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

Required Insurance and Minimum Limits

Name: TRL SYSTEMS INC Date: 4/5/13Agreement/Reference: TBD

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	Limits
<input type="checkbox"/> Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u> EL _____
<input type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers
	<input type="checkbox"/> Jones Act
<hr/>	
<input type="checkbox"/> General Liability _____	
<input type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Sexual Misconduct _____
<input type="checkbox"/> Fire Legal Liability _____	
<input type="checkbox"/> _____	
<hr/>	
<input type="checkbox"/> Automobile Liability (for any and all vehicles used for this Contract, other than commuting to/from work)	
<hr/>	
<input type="checkbox"/> Professional Liability (Errors and Omissions)	
<hr/>	
<input type="checkbox"/> Property Insurance (to cover replacement cost of building – as determined by insurance company)	
<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery
<input type="checkbox"/> Flood _____	<input type="checkbox"/> Builder's Risk
<input type="checkbox"/> Earthquake _____	<input type="checkbox"/> _____
<hr/>	
<input type="checkbox"/> Pollution Liability	
<input type="checkbox"/> _____	
<hr/>	
<input type="checkbox"/> Surety Bonds – Performance and Payment (Labor and Materials) Bonds	100 % of Contract Price
<input type="checkbox"/> Crime Insurance	
<hr/>	
Other: <u>See attached Sample of Insurance</u>	
<hr/>	
<hr/>	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/27/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kathy Macias-Ramirez	
Millennium Corporate Solutions	PHONE (A/C No. Ext): (626) 275-3000	FAX (A/C No): (626) 275-0130
License # 0C13480	E-MAIL ADDRESS: kathy@mcsins.com	
550 N Brand Blvd #1100	INSURER(S) AFFORDING COVERAGE	
Glendale CA 91203	NAIC #	
INSURED	INSURER: First Mercury Ins Co 10657	
TRL Systems Inc.	INSURER: Golden Eagle Ins. Corp 10836	
9531 Milliken Avenue	INSURER: RSUI Indemnity Company 22314	
Rancho Cucamonga CA 91730	INSURER: Security National Ins Company 19879	
INSURER: 	INSURER: 	
INSURER: 	INSURER: 	
COVERAGES	CERTIFICATE NUMBER: 2012 - 2013	
	REVISION NUMBER:	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	GENERAL LIABILITY			SE-CGL-0000018136-01	10/1/2012	10/1/2013	EACH OCCURRENCE	\$ 1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (EA occurrence)	\$ 50,000			
	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 5,000			
	<input checked="" type="checkbox"/> \$2,500 deductible						PERSONAL & ADV INJURY	\$ 1,000,000			
							GENERAL AGGREGATE	\$ 2,000,000			
B	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG	\$ 2,000,000			
	<input checked="" type="checkbox"/> ANY AUTO							\$			
	ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS		BA8380042	10/1/2012	10/1/2013	COMBINED SINGLE LIMIT (EA accident)	\$ 1,000,000			
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person)	\$			
	<input checked="" type="checkbox"/> COMP - \$1000	<input checked="" type="checkbox"/> COLL - \$1000					BODILY INJURY (Per accident)	\$			
C	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR								PROPERTY DAMAGE (Per accident)	\$
	EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE							Uninsured motorist combined	\$
	<input checked="" type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$ -0-		NHA231388	10/1/2012	10/1/2013	EACH OCCURRENCE	\$ 5,000,000			
							AGGREGATE	\$ 5,000,000			
								\$			
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY									<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	<input type="checkbox"/> Y/N	<input type="checkbox"/> N/A							E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Proof/Evidence of Insurance. 30 days NOC except non-payment/10 days given.

CERTIFICATE HOLDER	CANCELLATION
For Insureds Purposes Only TRL Systems Inc. 9531 Milliken Ave. Rancho Cucamonga, CA 91730	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Margaret Gilmore/NB

LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, 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.

1. CONTRACTOR/CONSULTANT 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 benefits as defined in the LWO.
2. CONTRACTOR/CONSULTANT 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/CONSULTANT 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/CONSULTANT shall deliver the executed pledges from each such Subcontractor to the City within ninety (90) days of the execution of the Subcontract. CONTRACTOR'S/CONSULTANT'S delivery of executed pledges from each such Subcontractor shall fully discharge the obligation of the CONTRACTOR/CONSULTANT to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
3. The CONTRACTOR/CONSULTANT, 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/CONSULTANT shall post the Notice of Prohibition Against Retaliation provided by the City.
4. Any Subcontract entered into by the CONTRACTOR/CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the LWO and SCWRO.
5. CONTRACTOR/CONSULTANT shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Under the provisions of Section 10.36.3(c) and Section 10.37.5(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/ CONSULTANT has violated provisions of the LWO and the SCWRO or both.

Where under the LWO Section 10.37.6(d), the designated administrative agency has determined (a) that the CONTRACTOR/CONSULTANT 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 awarding authority in such circumstances may impound monies otherwise due the CONTRACTOR/CONSULTANT in accordance with the following procedures. Impoundment shall mean that from monies due the CONTRACTOR/ CONSULTANT, the awarding authority may deduct the amount determined to be due and owing by the CONTRACTOR/CONSULTANT 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 there described through final and binding arbitration. Whether the CONTRACTOR/CONSULTANT is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The CONTRACTOR/CONSULTANT 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.

Earned Income Tax Credit

This contract is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

171004
ORDINANCE NO. _____

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 Successor 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 Contracts 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. 10.36.9. 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.

continen10.031

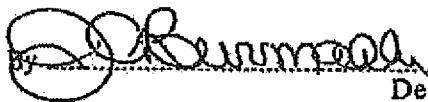
Sec 2 The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

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,

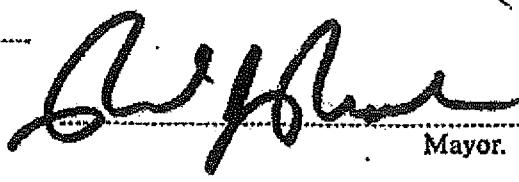
Deputy.

Approved.....APR 08 1996.....


By _____

Mayor. SNS

Approved as to Form and Legality



JAMES K. HAHN, City Attorney,

By
Deputy.

File No. 95-0654-52

City Clerk Form 23

ORDINANCE NO. 172337

1 An ordinance amending Section 10.36.6 of Article 10 to Chapter 1 of Division 10 of the Los
2 Angeles Administrative Code to delete the requirement that application of the Service Contractor
3 Worker Retention Ordinance to grant funded programs be delayed until receipt of determination that
4 such application is consonant with the laws authorizing the City to expend such funds..

5

6

7 THE PEOPLE OF THE CITY OF LOS ANGELES

8

9 DO ORDAIN AS FOLLOWS:

10

11

12 Section 1. The Los Angeles Administrative Code is hereby amended by revising Section
13 10.36.6 of Article 10 to Chapter 1 of Division 10 to read as follows:

14

15 **Sec. 10.36.6. Expenditures Covered by this Article.**

16

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

21

22

23 Section 2. The Los Angeles Administrative Code is hereby amended by revising
24 Section 10.36.7 of Article 10 to Chapter 1 of Division 10 to read as follows:

25

26 **Sec. 10.36.7. Timing of Application of Ordinances Adding and then Amending this Article.**

27

28 The provisions of this article as set forth in City Ordinance No. 171,004 shall apply to
29 contracts consummated and financial assistance provided after May 18, 1996 (the effective date of
30 City Ordinance No. 171,004). As for contracts consummated and financial assistance provided after
31 the original version of this article took effect on January 13, 1996 (by City Ordinance No. 170,784)
32 and through May 18, 1996, the City directs its appointing authorities and urges others affected to use
33 their best efforts to work cooperatively so as to allow application City Ordinance No. 171,004 rather
34 than City Ordinance No. 170,784 to service contracts let during such period. No abrogation of
35 contract or other rights created by City Ordinance No. 170,784, absent consent to do so, shall be
36 effected by the retroactive application of City Ordinance No. 171,004.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

Sec. 3. 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 NOV 2 1953

J. Michael Carey, City Clerk

By Mein Vater ist Deputy

Approved _____

Mayor

Approved as to Form and Legality

JAMES K. BAHN, City Attorney

By ~~the author~~

Said ordinance was presented to the Mayor on NOV 3 0 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. 96-1111-52

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

ORDINANCE NO. 172349

1 An ordinance adding subsection (g) to Section 10.36.2 of Article 10 of Chapter 1 of Division
2 10 of the Los Angeles Administrative Code to extend protections of the Service Contractor Worker
3 Retention Ordinance to workers adversely affected by first-time contracting out:

4

5

6 THE PEOPLE OF THE CITY OF LOS ANGELES

7

8 DO ORDAIN AS FOLLOWS:

9

10

11 Section 1. The Los Angeles Administrative Code is hereby amended by adding a new
12 subsection (g) to Section 10.36.2 to read as follows:

13

14 (g) If the City or a City financial assistance recipient enters into a service contract
15 for the performance of work that prior to the service contract was performed by the
16 City's or the recipient's own service employees, the City or the recipient, as the case
17 may be, shall be deemed to be a "terminated contractor" within the meaning of this
18 section and the contractor under the service contract shall be deemed to be a
19 "successor contractor" within the meaning of this section and section 10.36.3.

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 DEC 15 1998

J. MICHAEL CAREY, CITY CLERK

By John M. Tidwell Deputy

Approved DEC 22 1998 ^{Mo}
1998

Bob Blas
Mayor

Approved as to Form and Legality

JAMES K. HAHN, City Attorney

By Frederick N. Merkin
FREDERICK N. MERKIN
Senior Assistant City Attorney

File No. 95-0654-52

ORDINANCE NO. 172843

An ordinance amending sections 10.36.1(c) and 10.36.6 of the Los Angeles Administrative Code to modify the treatment of City financial assistance recipients in the City's Service Contractor Worker Retention Ordinance:

THE PEOPLE OF THE CITY OF LOS ANGELES

DO ORDAIN AS FOLLOWS:

Section 1. Los Angeles Administrative Code section 10.36.1(c) is hereby amended to read as follows:

"City financial assistance recipient" means any person that receives from the City in any twelve-month period discrete financial assistance for economic development or job growth expressly articulated and identified by the City totaling at least one hundred thousand dollars (\$100,000); 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.

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. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees. Service contracts for economic development or job growth shall be deemed such assistance once the \$100,000 threshold is reached.

Section 2. Los Angeles Administrative Code § 10.36.6 is hereby amended to read as follows:

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. City financial assistance recipients shall apply this article to the expenditure of non-City funds for service contracts to be performed in the City by complying themselves with § 10.36.2(g) and by contractually requiring their service contractors to comply with this article. Such requirement shall be imposed by the recipient until the City financial assistance has been fully expended.

Section 3. 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 introduced at the meeting of the Council of the City of Los Angeles SEP 1 5 1999 and was passed at its meeting of SEP 2 2 1999

J. MICHAEL CAREY, CITY CLERK

BY James Carey
Deputy

Approved SEP 2 8 1999

J. Michael Carey
Mayor
ACTING

James K. Hahn, City Attorney

By Frederick N. Merkin
FREDERICK N. MERKIN
Special Assistant City Attorney

46533

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: TRL Systems Inc Company Phone Number: 909-390-8392
2. Company Address: 9531 Milliken Ave, Rancho Cucamonga, CA 91730
3. Awarding Department: TBD
4. Project Name: TBD

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, 2012 a wage of at least **\$10.70 per hour with health benefits of \$1.25 per hour, or \$11.95 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: TBD 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 _____

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

SERVICE CONTRACTOR WORKER RETENTION ORDINANCE (SCWRO)
CITY FINANCIAL ASSISTANCE RECIPIENT ("CFAR")
APPLICATION FOR NON-COVERAGE OR EXEMPTION

A City financial assistance recipient (CFAR), as defined in Los Angeles Administrative Code Section 10.36.1(c), may apply for non-coverage or exemption if they meet the criteria described below. Under LAAC 10.36.1(c), a CFAR means any person that receives from the City in any one year discrete financial assistance for economic development or job growth totaling at least \$100,000. Service contracts for economic development or job growth are also deemed to be financial assistance once the \$100,000 threshold is reached.

Company Name: N/A Phone: _____

Contact Person: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Department Awarding Financial Assistance: _____

Number of Contracts with the City of Los Angeles: _____

(Attach a list identifying the awarding department, contract amount, contract term, and contract purpose.)

Please check the box indicating the exemption for which you are applying and follow the instructions.

Exemption 1: A corporation organized under Section 501(c)(3) of the United States Internal Revenue Service Code, that regularly employs homeless persons, persons who are chronically unemployed, or persons receiving public assistance may apply for this exemption.

To qualify: Read and sign the statement that follows. Submit this form and a copy of your IRS 501(c)(3) letter to the awarding department, who will then review it and submit it to the Bureau of Contract Administration, Office of Contract Compliance for final approval.

I certify under penalty of perjury that this corporation regularly employs homeless persons, persons who are chronically unemployed, or persons receiving public assistance.

Signature: _____ Date: 4-15-13

Exemption 2: A corporation organized under Section 501(c)(3) of the United States Internal Revenue Service Code, with an annual operating budget of less than five million dollars (\$5,000,000) may apply for this exemption.

To qualify: Submit this form, a copy of your IRS 501(c)(3) letter and a copy of your operating budget for the current fiscal year to the awarding department, who will then review it and submit it to the Bureau of Contract Administration for final approval.

AWARDING DEPARTMENT'S RECOMMENDATION:

Approved: _____ Not Approved: _____ Date: _____

Department Contact: _____ Phone: _____

FOR BCA USE ONLY

Approved: _____	Not Approved (See Attached): _____
-----------------	------------------------------------

Analyst: _____	Date: _____
----------------	-------------

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 TBD

TRL Systems Inc
CONTRACTOR / BORROWER / AGENCY

Darin Matheus
NAME OF AUTHORIZED REPRESENTATIVE

General Manager – Fire Division
TITLE

John P. Miller
SIGNATURE

4/15/13
DATE

11-07-0220231000

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 placed 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.



4/15/13

Signature of Officer of Authorized Representative

Date

Jeff Purdy

C.O.O.

Name (Please Print)

Title

TRL Systems Inc. 9531 Milliken Ave., Rancho Cucamonga CA 91730

800-266-1392

Company Name

Address

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: Darin Matheus Title: General Manager – Fire Division

Signature: Date: 4/15/13

Firm's Name: TRL Systems Inc Phone: 800-266-1392

Firm's Address: 800 W. Doran St. Street Glendale City CA State 91203 Zip

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

NOTICE TO PROSPECTIVE CONTRACTORS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT AND PREVAILING WAGE RATES

- A. In contractual proceedings where a notice inviting bids for the work, services, information or property required to be furnished or supplied to the City or to be sold to the City is published either in accordance with Sections 371 of the Charter of said City or is otherwise published, such notice shall specify that the provisions of Section 10.8 through 10.8.6 hereof applicable to any such notice will be part of any contract awarded by the City pursuant to such notice.
- B. In contractual proceedings where a notice is not published as provided in subsection A, the contractor or contractor's will be advised at the outset of negotiations that the provisions of subsection 10.8 through 10.8.6 hereof will be a part of any contract entered into by the City as a result of such negotiations.

NON-DISCRIMINATION CLAUSE – Required In All Contracts

The contractor agrees and obligates himself/herself 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, or physical handicap. All subcontracts awarded under this contract shall contain a like non-discrimination clause.

PREVAILING WAGE RATES

The California Labor Code requires that prevailing wages must be paid for all synthetic turf services. All personnel employed in actual construction on this project must be paid at least the prevailing wage for the craft in which they are working. Current prevailing wage rates may be obtained by contacting the Office of Contract Compliance at (213) 847-1922. Information on prevailing wages can also be obtained from the California Department of Industrial Relation's website at <http://www.dir.ca.gov/DLSR/PWD>.

Pursuant to the provisions of the Labor Code of the State of California, the general prevailing rate of wages for each craft, classification or type of workman needed in the execution of contracts under the jurisdiction of CFD shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. Copies of the applicable determinations by the said Director are on file in the said office of the said Board and are hereby incorporated and made a part hereof the same as though fully set forth herein. Copies of the said determinations may be obtained at, or by request to, the said office of said Board.

In the event that the wage determination decision of the Director of Industrial Relations has been superseded by any subsequent wage determination decision(s) published up to and including 10 days prior to bid opening, the most recent applicable wage decisions shall be incorporated by reference, and the successful bidder agrees to be bound by it regardless of what is contained in the specifications.

Contractor may be required to submit certified payroll records upon request by the City.

TRL Systems Inc.

Contractor or Company Name

Cindy Rea **Cindy Rea, Human Resources & Risk Manager** **4/15/13**
By: (Signature) Print Name and Title Date

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL

**CITY OF LOS ANGELES
BUREAU OF CONTRACT ADMINISTRATION
LABOR COMPLIANCE SECTION
ANSWERS TO SOME OF THE MOST ASKED QUESTIONS**

Q: What is the Prevailing Wage?

A: The prevailing wage is a base pay rate established by State and Federal law to insure that construction workers engaged in public works projects are paid adequately for the craft they are working in. It is a combination of an hourly pay rate plus fringe benefits. Payment of the prevailing wage insures that contractors will hire qualified workers and the city will therefore receive quality work.

Q: How does the Office of Contract Compliance assist contractors?

A: By providing quick and easy access to accurate information, OCC helps to insure that contractors avoid making mistakes. The emphasis of the Labor Compliance Section is on providing education, assistance and direction to contractors doing work for the City. OCC offers seminars upon request, custom-designed to address issues of interest to individuals or groups of contractors who work on City public works projects.

OCC helps to "level the paying field" by insuring that all contractors are paying correct rates and "playing by the same rules". Contractors who would hope to gain advantage by underpaying their own workers face stiff penalties.

Contractors can also receive updates and improved access to Federal and State labor laws through OCC.

Q: Who is subject to receiving prevailing wage?

A: All construction personnel who actually work on a project are required to receive prevailing wage. Professional or support personnel such as architects, clerical staff or security guards are not subject to prevailing wage.

Bona fide material suppliers who deliver materials to a job site are not subject to payment of prevailing wage. However if they then begin to help with the construction/installation, they are covered from that point forward. If you are uncertain as to whether someone should receive prevailing wage, call the Labor Compliance at (213) 847-5564.

Q: How can I find the current Prevailing Wage Rate?

A: The State of California's Department of Industrial Relations (DIR) determines the prevailing wage rate. The rates are generally revised twice each year. OCC provides these-free of charge-to any contractor interested in doing business with the City. The DIR maintains a web site at www.dir.ca.gov which has the latest rates and other valuable information.

Q: What is the proper classification for the contractor's workers?

A: The proper classification depends upon the scope of work being done and the specifications called for by the awarding body. If a contractor is uncertain as to how to classify a worker(s), they should call the Labor Compliance section at (213) 847-5564.

Q: Must a contractor join a union in order to work on City of Los Angeles Public Works projects?

A: No. Contractors do not have to join a union in order to work on City projects. However, they must comply with the terms of the contract, including the payment of prevailing wages.

Q: What about apprentices?

A: State law requires that apprentices be used to public works projects. If no apprentices are available, or if the work is not in an apprenticeable craft, proper documentation must be submitted to indicate this. All apprentices must be in a State or Federally approved program and must be in proper ration to the number of journeymen present.

Q: What is the proper ratio of apprentices to journeymen?

A: The apprentice ration varies depending on the craft of the workers. Contractors may contact the Department of Industrial Relations Division of Apprenticeship Standards or the Labor Compliance Section for clarification.

Q: What about Certified Payrolls?

A: Certified Payrolls provide a true and accurate record of the labor hours worked on a project. They are signed under penalty of perjury and are due weekly from the prime contractor and ALL subcontractors, owner-operators, vendors and suppliers who provide personnel to work at the job site. Prime contractors are responsible for insuring that ALL subcontractors, etc. submit the required payroll documents.

CITY OF LOS ANGELES



LABOR COMPLIANCE MANUAL

Revised 11/30/06

PART I
CITY OF LOS ANGELES
LABOR COMPLIANCE PROGRAM REQUIREMENTS

I. INTRODUCTION

The Bureau of Contract Administration, Office of Contract Compliance, Labor Compliance Section (LCS) is responsible for educating, assisting, monitoring and enforcing prevailing wage requirements of the applicable labor laws to insure that all contractors working on City projects are in compliance with State (California Labor Code Chapter 1 of Part 7 of Division 2) and Federal (Code of Federal Regulations 29) prevailing wage statutes and regulations.

II. LABOR COMPLIANCE PROGRAM REQUIREMENTS

- a.) The City's Labor Compliance Program (LCP) is certified under California Code of Regulations chapter 8, Section 16425. The LCS received initial certification on August 6, 1998. In establishing the LCP, the City adheres to the statutory requirements as stated in California's Labor Code Section 1771.5.
- b.) Pursuant to Labor Code Section 1771.5, the City of Los Angeles requires the payment of the general prevailing rate of per diem wages and the general prevailing rate of per diem wages for holiday and overtime work on this project.
- c.) The Labor Compliance Section monitors labor standards compliance by conducting interviews with construction workers at the job site and reviewing payroll reports and initiates and oversees any enforcement actions that may be required.
- d.) In the event that a project is federally funded, the Federal Department of Labor (DOL) has a role in monitoring Davis-Bacon administration and enforcement. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information. In the event that there is a conflict between the State prevailing wage rate and the Federal prevailing wage rate, then the higher rate shall be paid.

III. PUBLIC WORKS CONSTRUCTION PROJECTS

This project is subject to the provisions of the State laws and regulations including, but not limited to, California Labor Code Sections 226, 227, 1021, 1021.5, 3093, 3077 and 1720 through and including 1861, together with all applicable regulations (e.g., Title 8 California Code of Regulations Section 16001 et seq.). All pertinent California statutes and regulations, including those referenced above, are hereby incorporated by reference in this document as if set forth in their entirety.

IV. EMPLOYMENT OF MINORS PROHIBITED

The employment of minors, under 16 years of age, is strictly prohibited in all building and construction work of any kind per California Code of Regulations Title 8, Chapter 6, Subsection 1, Article 1 §11701(b).

V. YOUTH EMPLOYMENT PROGRAMS

Regardless of age or status in a youth employment program, any workers employed on Public Works projects are subject to the payment of prevailing wages.

VI. CASH PAYMENTS PROHIBITED

The City requires the Contractor and all subcontractors to make weekly wage payments to all workers employed on the project. Payments shall be made by means of a check, money order or cashier's check. Cash payments are prohibited.

VII. WORKERS DEFINED

The City defines "worker" as defined in Labor Code Section 1723, and extends the definition to include Corporate Officers, Partners, Sole Owners, Mechanics and Laborers employed or working on the site of the Work. Such workers will be paid unconditionally and not less than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland

Act) (CFR 29 Part 3), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decisions of the State of California Director of the Department of Industrial Relations (DIR).

VIII. PREVAILING WAGES

Payments of wages not less than those contained in the wage determination decision of the State of California Director of the Department of Industrial Relations (DIR), are in effect for the duration of this Contract. Any classes of laborers or mechanics, including apprentices, which are not listed in the applicable wage determination and which are to be employed under the Contract, shall be classified in conformance with the applicable wage determination. If the Contractor fails to request a special determination (CCR 8 §16202) within 45 days after the commencement of advertising of the call for bids, and the classification of laborers and mechanics, including apprentices, is not found in the applicable wage determination, the City reserves the right to re-classify the affected class of laborers and/or mechanics, including apprentices, to the most closely related craft as published in the applicable wage determination. If the interested parties cannot agree on the proper classification or re-classification of a particular class of laborers or mechanics, including apprentices, to be used, the question accompanied by the recommendation of the City shall be referred to the DIR for final determination.

IX. EFFECTIVE PREVAILING WAGE RATES

The State Prevailing Wage Rates are determined by the Department of Industrial Relations as prescribed in Labor Code Sections 1773 – 1773.1 and are effective 10 days after issuance. The established Prevailing Wage rates are published in the General Prevailing Wage Determinations which are issued bi-annually (occasionally, the DIR may issue an additional General Prevailing Wage Determination in the same year). The **Bid Advertise Date** determines the applicable General Prevailing Wage Determination. The expiration date indicated for each craft is followed by either a single asterisk (*) or double asterisk (**). The single asterisk (*) indicates that the wage rate will remain constant and effective throughout the duration of the contract. The double asterisk (**) indicates that the wage rate is effective until the expiration date, and the rate to be paid for work performed after that date has

already been determined. If work will extend past the expiration date, the new rate must be paid and should be incorporated in this contract. (CCR 8, §16204). To obtain the most current prevailing wage rates, contact the Office of Contract Compliance at (213) 847-5564. The rates are also available on the internet at www.dir.ca.gov.

X. PAYMENT OF PREVAILING WAGE FRINGE BENEFITS

Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, travel time, training contributions and subsistence pay as provided for in Section 1773.8, for apprenticeship or other training programs, authorized by Section 3093. A copy of California Public Works Form PW-26, *Fringe Benefits Statement*, must be prepared by the Contractor and submitted to the OCC with the first payroll. In addition, a copy of the *Employer's Monthly Report To Trustees*, must be submitted to the OCC by the (15th) of the following month. Any worker not covered under a Trustee account will be paid a fringe benefit equivalent to that required by the DIR, associated with the minimum prevailing wage for the worker classification. Contractors not making payments to a fringe benefit trust account shall include the total fringe benefit package in the Total Hourly Wage Rate paid to the worker.

XI. APPRENTICE REQUIREMENTS

Contractors shall comply with the requirements of the apprenticeship provisions of California Labor Code Section 1777.5.

1. APPRENTICES

In accordance with California Labor Code Section 1777.5(d), a contractor (including any subcontractor) who is awarded a City of Los Angeles contract, and who employs workers in an apprenticeable craft or trade, shall employ apprentices in at least the ratios as stipulated in Labor Code Section 1777.5. California Code of Regulations Title 8 §230.1 requires contractors who are not already approved to train by an applicable joint apprenticeship committee or unilateral committee, to request the dispatch of required apprentices from one of the applicable Apprenticeship Committees whose geographic area of operation includes the site of the public work by giving the committee actual notice of 48 hours (excluding Saturdays, Sundays and holidays) before the date on which one or more apprentices are required. However, if a nonsignatory contractor declines to abide by and comply with the terms of a local committee's standards, the Apprenticeship Committee shall not be required to dispatch apprentices to such contractor. Conversely, if in response to a written request an apprenticeship Committee does not dispatch any apprentice to a contractor who has agreed to employ and train apprentices in accordance with either the Apprenticeship Committee's Standards or these regulations within 72 hours of such request (excluding Saturdays, Sundays and holidays) the contractor shall not be considered in violation as a result of failure to employ apprentices for the remainder of the project, provided that the contractor made the request in enough time to meet the ratios as stated in Labor Code Section 1777.5. If an Apprenticeship Committee dispatches fewer apprentices than the contractor requests, the contractor shall be considered in compliance if the contractor employs those apprentices who are dispatched, provided that, where there is more than one Apprenticeship Committee able and willing to unconditionally dispatch apprentices, a contractor who is not a participant in an apprenticeship program has requested dispatch from at least two committees.

Apprentices shall be individually registered in a bona fide state or federally approved apprenticeship program. Apprentices, as defined in Labor Code Section 3077, must be registered with the State of California, Division of Apprenticeship Standards (DAS) to be eligible for employment as an apprentice on the project. Any employee listed on a payroll as an apprentice and paid the apprentice wage rate who is **not** an apprentice, as defined in California Labor Code Section 3077, shall be paid the journey level wage rate determined for the classification of work actually performed. The Contractor and sub-contractors shall furnish the City a copy of a DAS apprentice registration for each apprentice employed. The wage rates paid to the apprentices shall not be less than the applicable wage determination as determined by the Department of Industrial Relations Division of Apprenticeship Standards (Contact DAS at (510) 622-3259 or (213) 576-7750).

2. RATIOS

The ratio of apprentice work to journeyman work shall conform to the requirements as mandated in Section 1777.5 of the California Labor Code. In the event that the Contractor fails to comply with apprenticeship requirements as mandated by California Labor Code Section 1777.5, the Contractor shall be subject to penalties in accordance with California Labor Code Section 1777.7. If the Contractor fails to comply with the ratios as determined by the DAS, the City will issue a "Notice of Reprimand" and forward the matter to the DAS.

XII. LIABILITY FOR UNPAID WAGES

a.) As required by Labor Code Section 1775, the Contractor and any Subcontractor shall forfeit to the City not more than fifty dollars (\$50) per day for each worker who is paid less than the prevailing wage rate (including fringe benefits) required. Additionally, Section 1813 of the Code requires the Contractor or subcontractor to forfeit twenty-five dollars (\$25) to the City for each worker employed in the execution of the Contract for each calendar day a worker is permitted or required to work in excess of 8 hours per day or 40 hours per week at a rate less than 1 ½ times the hourly rate of pay for the worker classification involved. Moreover, the City may withhold payment from the Contractor to ensure that the Contractor's obligation to pay prevailing wage rates is met.

b.) The **Contract Work Hours and Safety Standards Act** (CWHSSA) requires time and one-half pay for overtime as defined by the Federal government. In the event that this project is federally funded, an additional penalty of \$10/day per violation will be strictly enforced for under-payment of the overtime rate. Intentional violations of CWHSSA standards are considered a Federal criminal misdemeanor.

c.) California Labor Code Section 1778 makes it a felony for anyone to require any laborer or mechanic employed on a public works project to *kickback* any portion of their wages. The **Copeland (Anti-Kickback) Act** is the federal statute that makes it a felony to require any laborer or mechanic employed on a Federal or Federally Assisted public works project to return any portion of his/her wages in connection with services rendered upon any public work.

XIII. POSTING

The Contractor shall post at each job site, in a conspicuous location readily available to the workers, a copy of all applicable wage determinations.

XIV. JOINT LABOR COMPLIANCE MONITORING PROGRAM

The Contractor, and all subcontractors, shall cooperate in allowing approved Compliance Group Representatives access to the project job site for the purpose of conducting worker interviews to insure compliance with the requirement to pay proper prevailing wages on City projects. This will be done in order to comply with the Board of Public Works' August 20, 2004 adoption of a Joint Labor Compliance Monitoring Program. Each Compliance Group Representative must wear their City-issued Joint Labor Compliance Monitoring Program identification badge at all times while on the job site, and must restrict their actions to interviewing workers employed on the project. For a copy of the Joint Labor Compliance Monitoring Program board report, or for any questions, contact the Office of Contract Compliance at (213) 847-6480.

XV. CERTIFIED PAYROLL RECORDS

a.) The Contractor shall adhere to the provisions of Labor Code Section 1776.

The payroll records referred to must include the employee's:

- A. name;
- B. address;
- C. social security number;
- D. work classification;
- E. straight time hours per day and total per week;
- F. overtime hours per day and total per week;
- G. hourly pay rate(s);
- H. gross wages earned this project;
- I. gross wages earned on all other projects;
- J. itemized deductions;
- K. actual per diem wages paid; and
- L. payroll check numbers.

In addition, the records must identify apprentices and the ratio of apprentices to journeymen.

b.) The copy of payrolls shall be submitted to the City **weekly** and shall be accompanied by a Statement of Compliance, **signed in ink** by the Contractor or the contractor's agent attesting that the payrolls are correct and complete and the wage rates contained therein are not less than those set by the applicable wage determinations incorporated into this Contract. Provided all information and certifications required by California law are included therein, the Contractor may use the provided Certified Payroll Report or any form approved by the DIR or use its own payroll form provided it includes the same information and certifications. The City reserves the right to **reject incomplete** payroll reports and request resubmittal of complete reports.

c.) The Contractor shall be responsible for the submission of copies of payrolls of any and all Subcontractors. In the event that subcontractor payrolls are not submitted, the City may withhold contract payments from the Contractor.

d.) Payroll data pertaining to owner-operators must be submitted on Certified Payroll Reports as mentioned previously in this section. Listing any individual as "Owner-Operator" **will not** be accepted as the classification is not recognized by the California Department of Industrial Relations' Division of Labor Statistics and Research.

All payrolls are to be submitted to:

Office of Contract Compliance
1149 South Broadway, Suite 1300
Los Angeles, California 90015

e.) As required by Labor Code Section 1776 (g), the Contractor shall forfeit to the City twenty-five (\$25) per day, per worker, for failing to comply strictly with requests by the City for submittal of payroll documents and all supporting documents which includes, but is not limited to, cancelled checks, time sheets, W-4 Forms, W-2 Forms, DE-6 Forms, and any other forms utilized in the course of business that are relevant to the payment of wages.

XVI. WORKING HOURS

a.) Generally, the Contractor shall not employ a worker more than eight (8) hours in a calendar day or forty (40) hours in a calendar week except upon compensation of one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day and forty (40) hours per week. Special rules may apply to specific worker classifications. See applicable wage determinations for overtime definitions. Recognized holidays shall be consistent with area practice in determining the applicability of overtime wage rates.

b.) The Portal-to-Portal Act does not allow employers to forego payments to its employees for compulsory travel time and overtime. A worker required to report to the employer's place of business to load tools and material and to be transported to the job site are entitled to be paid for travel time at the applicable rate as set forth in the General Area Wage Determinations. All "hours worked" must be included in calculating any overtime including time denominated as compulsory travel time. The Portal-to-Portal Act applies to public works project that are funded in whole or in part with federal funds and excludes from the workday travel to or from the workplace by an employee (29 USC 254 (a)(1)). Under section 254(a), this includes work performed pursuant to contracts awarded by the federal government under the Davis-Bacon Act. However, the Portal-to-Portal Act, to the degree it amends the Davis-Bacon Act, does not supercede any aspect of the California Prevailing Wage Law and is not applicable to compulsory travel time incurred in the performance of a California awarding body's public work project when determining the "hours worked" as noted by the California Supreme Court in *Morrillion v. Royal Packing Company* (2000) 22 Cal. 4th 575, 94 Cal. Rptr.2d3, "The California Labor Code and the Industrial Welfare Commission (IWC) wage orders do not contain an express exemption for travel time similar to that of the Portal-to-Portal Act. ...In contrast to these specific findings showing the congressional intent, the Legislature has not similarly identified existing evils under state law." (Id. at p.590.)

In reviewing the history of the IWC's Wage Order No. 14-80, the California Supreme Court said, "The IWC added the phrase 'the time during which an employee is subject to the control of the employer' to the definition of 'hours worked.' ...Absent convincing evidence of the IWC's intent to adopt the federal standard for determining whether time spent traveling is compensable under state law, we decline to import any federal standard, which expressly eliminates substantial protections to employees. Accordingly, we do not give much weight to the federal authority." (Id. at p. 590-591) Finally, the California Supreme Court observed, "our departure from the federal authority is entirely consistent with the

recognized principle that state law may provide employees greater protection than the F.L.S.A. [Fair Labor Standards Act].” (Id. at p. 592.)

XVII. WITHHOLDING PAYMENTS FOR LABOR COMPLIANCE VIOLATIONS

In accordance with Labor Code Section 1727, the City may withhold, from any monies payable on account of work performed by the Contractor or Subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of the Contractor or its Subcontractor for unpaid wages and liquidated damages as specified in this Section. In the event of failure to pay any laborer or mechanic, including any apprentice, employed or working on the site of the Work, all or part of wages required by the Contract, the City may, after written notice to the Contractor (Notice of Withholding Contract Payments), take such action as may be necessary to cause the suspension of further payment, advance or guarantee of funds until such violations have ceased.

XVII. DISPUTES

The City’s Labor Compliance Program administered by the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, Labor Compliance Section shall adhere to the provisions of Labor Code Section 1771.6 and will provide the Contractor or Subcontractor an opportunity for review of assessed wages and penalties pursuant to the provisions of Labor Code Section 1742.

PART II

LABOR COMPLIANCE PROGRAM REQUIREMENTS –

FEDERALLY FUNDED/ASSISTED CONSTRUCTION

PROJECTS

Projects receiving full or partial federal funds are subject to the regulations listed below, in addition to any and all applicable California labor requirements.

I. DAVIS-BACON REGULATIONS

The U.S. Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR) and can be found in Title 29 CFR Parts 1, 3, 5, 6 and 7. Part 1 explains how the DOL establishes and publishes Davis-Bacon Act wage determinations and provides instructions on how to use the determinations. Part 3 describes the Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. Part 5 covers the labor standards provisions that are in each contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Part 7 sets parameters for due process procedures before the Wage Appeals Board (renamed Administrative Review Board). These regulations are used as the basis for administering and enforcing the laws.

The Davis-Bacon Act

The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the DOL) to all laborers and mechanics on Federal construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

The Contract Work Hours and Safety Standards Act (CWHSSA)

CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 hours in any work week) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts *except* where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards are considered a Federal criminal misdemeanor.

The Copeland Act (Anti-Kickback Act)

The Copeland Act makes it a crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to *kickback* any part of their wages. The Copeland Act also requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs).

The Fair Labor Standards Act (FLSA)

The FLSA contains Federal minimum wage rates and overtime (O/T) requirements. These requirements generally apply to any labor performed and may be *pre-empted* by other Federal standards such as the Davis-Bacon Act prevailing wage requirements and CWHSSA O/T provisions. Only the Department of Labor has the authority to administer and enforce the FLSA. The Office of Contract Compliance (OCC) will refer any possible FLSA violations that are found on projects to the DOL.

II. CONSTRUCTION CONTRACT PROVISIONS

Each contract subject to Federal (Davis-Bacon) labor standards requirements must contain contract provisions containing labor standards clauses and a 12 Davis-Bacon Wage Decision. These documents are bound into the contract specifications.

The Labor Standards Clauses

The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project.

Davis-Bacon Wage Decisions

The Davis-Bacon Wage Decision is a listing of various construction work classifications such as Carpenter, Plumber, and Electrician, and the minimum wage rates (and fringe benefits, where prevailing) that employees performing work in those classifications must be paid.

III. INQUIRIES

All questions regarding this section and all matters concerning the payment of prevailing wages should be referred to:

The Office of Contract Compliance
Labor Compliance Section
1149 South Broadway, Suite 300
Los Angeles, CA 90015
(213) 847-1922

For more information, log on to:

www.lacity.org/BCA/index.htm

<http://www.dir.ca.gov>

<http://www.access.gpo.gov/davisbacon>

http://www.dol.gov/dol/allcfr/ESA/Title_29/toc.htm

LABOR COMPLIANCE/SUBCONTRACTOR APPROVAL SEMINARS

This free class is offered on the **second Monday of each month at 10:00 a.m.**

The class is designed to help contractors currently working on – or those interested in working on – City of Los Angeles Public Work construction projects. The class will answer questions on prevailing wage, certified payrolls and apprenticeship requirements.

Copies of all labor compliance related paperwork will be provided and explained.

In addition, information will be provided to help contractors understand the subcontractor approval process.

Topics discussed will include the approvals of bid listed and non-bid listed subcontractors, the difference between vendors and rentals, and subcontractor substitutions. The class will be held at the office of the Bureau of Contract Administration, located at 1149 S. Broadway, Suite 300, Los Angeles, CA and will take approximately two hours. Please call **(213) 847-1922** to reserve a seat.

Equal Benefits Ordinance

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

All Bidders/Proposers shall complete and upload, the Equal Benefits Ordinance Affidavit (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of a City contract valued at \$5,000. The Equal Benefits Ordinance Affidavit shall be valid for a period of twelve months from the date it is first uploaded onto the City's BAVN. Bidders/Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

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

REMINDER: PLEASE COMPLETE AND POST FORM ON LABAVN WEBSITE

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eeoe@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LAAC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

Company Name: TRL Systems Inc BAVN Company ID # 39859

Company Address: 9531 Milliken Ave

City: Rancho Cucamonga State: CA Zip: 91730

Contact Person: Mark Purdy Phone: 909-456-2628 E-mail: mpurdy@trlsystems.com

Approximate Number of Employees in the United States: 178

Approximate Number of Employees in the City of Los Angeles: 80

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The contractor's operations 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 the property is connected to a Contract with the City; and
- 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.

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.”

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

..... I have no employees.

..... I provide no benefits.

..... I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.

..... I provide equal benefits as required by the City of Los Angeles EBO.

..... I provide employees with a "Cash Equivalent." Note: 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.

..... All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.

..... Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) _____.

..... Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance. Furthermore, I understand that failure to comply with LAAC Section 10.8.2.1 et seq., Equal Benefits Ordinance may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

TRL Systems Inc _____ will comply with the Equal Benefits Ordinance requirements

Company Name
as indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

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 15 day of April _____, in the year 20_____, at Rancho Cucamonga _____, CA _____
(City) _____ (State) _____

Signature

Mark Purdy

Name of Signatory (please print)

President

Title

9531 Milliken Ave

Mailing Address

Rancho Cucamonga, CA 91730

City, State, Zip Code

95-3609841

EIN/TIN

ORDINANCE NO. 175115

An ordinance amending Section 10.8.2.1 of the Los Angeles Administrative Code in its entirety to clarify the requirement that City contractors shall not discriminate in the provision of employee benefits between employees 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 and to City government. Many City contractors and subcontractors perform services that affect the proprietary interests of City government in that their performance impacts the success of City operations. The City holds a proprietary interest in the work performed by many employees employed by City 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 these businesses.

Discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work. Los Angeles law prohibits entities doing business with the City from discriminating in employment practices based on marital status and/or sexual orientation. The City's departments and contracting agents are required to place in all City contracts a provision that the company 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 companies wanting to do business with the City will equalize the total compensation between similarly situated employees with spouses and with domestic partners. The provisions of this Ordinance are designed to ensure that the City's contractors will maintain a competitive advantage in recruiting and retaining capable employees, thereby improving the quality of the goods and services the City and its people receive, and ensuring protection of the 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 the City, that is authorized to award or enter into any Contract, as defined in this ordinance, on behalf of the City, and shall include departments having control of their own funds and which adopt policies 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 as part of the employer's total compensation package. This includes but is not limited to the following types of benefits: bereavement leave, family medical leave, health benefits, membership or 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 (or spouse, if applicable) in lieu of providing Benefits to the employee's Domestic Partner (or spouse, if applicable). The Cash Equivalent is equal to the direct expense to the employer of providing Benefits to an employee for his or her Domestic Partner (or spouse, if applicable) or the direct expense to the employer of providing Benefits for the dependents and family members of an 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 work or services to or for the City, for public works or improvements to be performed, agreements for the purchase of goods, equipment, materials, or supplies, or grants to be provided, at the expense of the City or to be paid out of monies under the control of the City. The term also includes a Lease or License, as defined in the Equal Benefits Ordinance.
- (6) **Contractor** means any person or persons, firm, partnership, corporation, joint venture, or any combination of these, or any governmental entity acting in its proprietary capacity, that enters into a 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 as domestic partners with a governmental entity pursuant to state or local law authorizing this 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).

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 Maria Kostening Deputy

FEB 28 2003

Approved

Approved as to Form and Legality

ROCKARD J. DELGADILLO, City Attorney

By Laurel L. Lightner
LAUREL L. LIGHTNER
Deputy City Attorney

File No. 99-0908-S3
83745

REPORTING REQUIREMENT AFTER AWARD OF A CONTRACT

The contractor is required to provide a Monthly Ethnic Composition of Work Force (ECWF) Report due by the tenth of each month for the preceding month. Contractors should submit the original to the Department of General Services, Construction Forces Division, Attn: Contract Processor. This report must also be submitted by all subcontractors and sub-subcontractors whose contracts exceed \$5,000.00.

The contractor awarded this project will be required to submit a list of all subcontractors on the project prior to commencing work and indicate by an asterisk (*) those whose sub-subcontracts exceed \$5,000.

The contractor is reminded that pursuant to the City's Affirmative Action Ordinance, subcontractors whose contracts exceed \$5,000 must submit an Affirmative Action Plan prior to commencing work.

The contractor awarded the contract is responsible for the preparation and submission of all reports. Failure to submit the required reports may delay the contractor's payment requests.

Contractor/bidder has read the "REPORTING REQUIREMENTS AFTER AWARD OF A CONTRACT" above and made a part of the bid documents for this project.

TRL Systems Inc.

Contractor or Name of Company

Darin Matheus, General Manager–Fire Division



4/15/13

By: Print Name and Title

Signature

Date

ORDINANCE NO. 173018

An ordinance amending Chapter 1 of Division 10 of the Los Angeles Administrative Code to add Article 13 in order to implement a contractor evaluation program and to establish data bases on contractor performance.

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

Section 1. A new Article 13 is hereby added to Chapter 1 of Division 10 of the Los Angeles Administrative Code to read:

ARTICLE 13

CITY CONTRACTOR EVALUATIONS

Sec. 10.39. Purpose.

Each year the City spends millions of dollars contracting for the delivery of products and services from private sector contractors. The prudent expenditure of public dollars requires that the City's procurement process result in the selection of qualified and responsible contractors. While most products and services are delivered in accordance with the terms of the contract, there are exceptions. Accordingly, the contractor's prior performance on City contracts would be particularly important to know. Therefore, the purpose of this Article is to implement a contractor evaluation program and establish data bases on contractor performance. The contractor evaluation program will assure that contractors are routinely evaluated in accordance with approved criteria and that this evaluative data is catalogued and readily accessible to and considered by contract awarding authorities prior to entering into contracts.

Sec. 10.39.1 Definitions.

(a) "Awarding Authority" means the City Council or any agency or official of the City that is authorized to award or enter into any contract for the provision of any goods or services of any kind or nature whatsoever for or on behalf of the City of Los Angeles, and shall include departments which have control of their own funds and which adopt policies consonant with the provisions of this Article.

(b) "Contract" means any agreement, including agreements for any occasional professional or technical personal services, for the performance of any work or service, the provision of any goods, equipment, materials or supplies, or the rendition of any service to the City or to the public, which is let, awarded or entered into with, or on behalf of, the City of Los Angeles.

(c) "Contractor" means any person, firm, corporation, partnership, association or any combination thereof, who enters into a contract with any awarding authority of the City of Los Angeles.

Sec. 10.39.2 Evaluation of City Personal Services Contractors.

(a) The Office of the City Administrative Officer, and after July 1, 2000, the Office of Administrative and Research Services, shall develop proposed rules and regulations for contract awarding authorities to follow in evaluating, documenting and reporting performance of contractors under personal services contracts. The proposed rules and regulations shall be submitted to the City Council for consideration and shall become final upon their approval by the Council.

(b) The Office of the City Administrative Officer, and after July 1, 2000, the Office of Administrative and Research Services, shall collect and maintain evaluative data on contractor performance under personal services contracts and establish a data base containing that evaluative data. Evaluative data shall include, but not be limited to: quality of work product or service performed; timeliness of performance; compliance with budget; and expertise of personnel assigned to the contract.

(c) Each contract awarding authority shall evaluate, document and report contractor performance under personal services contracts in accordance with the rules and regulations adopted pursuant to subsection (a).

(d) Each contract awarding authority shall consider information contained in the data base maintained by the Office of the City Administrative Officer, and after July 1, 2000, by the Office of Administrative and Research Services, in evaluating proposals and/or conducting reference checks on prospective contractors prior to awarding personal services contracts.

Sec. 10.39.3. Evaluation of City Purchasing Contractors

(a) The Department of General Services shall develop proposed rules and regulations for contract awarding authorities to follow in evaluating, documenting and reporting performance of contractors under purchasing contracts. The proposed rules and regulations shall be submitted to the City Council for consideration and shall become final upon their approval by the Council.

(b) The Department of General Services shall collect and maintain evaluative data on contractor performance under purchasing contracts and establish a data base containing that evaluative data. Evaluative data shall include, but not be limited to: quality of goods supplied or services performed; timeliness of delivery; accuracy of quantity delivered; and accuracy of billing.

(c) Each contract awarding authority shall evaluate, document and report contractor performance under purchasing contracts in accordance with the rules and regulations adopted pursuant to subsection (a).

(d) Each contract awarding authority shall consider information contained in the data base maintained by the Department of General Services in determining bidder responsibility prior to awarding purchasing contracts. Bidder responsibility shall be determined in accordance with applicable law.

Sec. 10.39.4. Evaluation of City Construction Contractors.

(a) The Board of Public Works shall develop proposed rules and regulations for contract awarding authorities to follow in evaluating, documenting and reporting performance of contractors under construction contracts. The proposed rules and regulations shall be submitted to the City Council for consideration and shall become final upon their approval by the Council.

(b) The Board of Public Works shall collect and maintain evaluative data on contractor performance under construction contracts and establish a data base containing that evaluative data. Evaluative data shall include, but not be limited to: quality of work product; timeliness of performance; compliance with budget; and expertise of personnel assigned to the contract.

(c) Each contract awarding authority shall evaluate, document and report contractor performance under construction contracts in accordance with the rules and regulations adopted pursuant to subsection (a).

(d) Each contract awarding authority shall consider information contained in the data base maintained by the Board of Public Works in determining bidder responsibility prior to awarding construction contracts. Bidder responsibility shall be determined in accordance with applicable law.

Sec. 10.39.5. When the City Council is the contract awarding authority, the City agency or official that will administer the contract shall consider information contained in the appropriate data base before recommending the award of a contract to the City Council and shall be responsible for evaluating, documenting and reporting the contractor's performance.

Sec. 10.39.6. Application of Article.

(a) Proposed rules and regulations for evaluating, documenting and reporting contractor performance shall be submitted to the City Council for consideration within sixty days after the effective date of this Article.

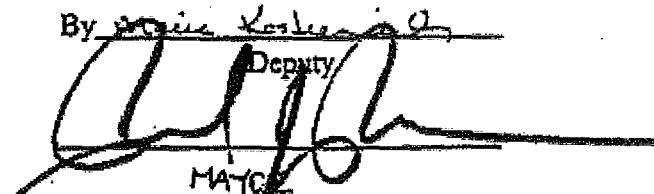
(b) This Article shall be applicable to all contracts in existence at the time of or entered into after the rules and regulations for evaluating, documenting and reporting contractor performance for that type of contract have been approved by the City Council.

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 Dec. 1 ~ 1999

J. MICHAEL CAREY, City Clerk

Approved DEC 22 1999

By Michael K. Carey, Jr.
Deputy

MAYC

Approved as to Form and Legality

JAMES K. HAHN, City Attorney

By Norpen Vincent
NORPEN VINCENT
Assistant City Attorney

File No. ST AL
50024 98-0650

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.

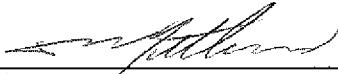
Contractor/bidder has read and understand the "CONTRACTOR EVALUATION PROGRAM" above and made this a part of the bid documents for this contract.

TRL Systems Inc.

Contractor or Name of Company

Darin Matheus, General Manager—Fire Division

By: Print Name and Title



4/15/13

Signature

Date

Nondiscrimination, Equal Employment Practices and Affirmative Action Program (Construction)

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

Construction projects with the City of Los Angeles for which the consideration is \$1,000 or more shall comply with the provisions of Los Angeles Administrative Code Section 10.8.3, Equal Employment Practices Provisions. All Bidders/Proposers shall complete and upload, the Non-Discrimination/Equal Employment Practices Certification (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org at the time it registers on BAVN, but no later than the time when an individual Bid/Proposal is submitted. However, Bidders/Proposers with Certifications previously uploaded to BAVN and verified by the Office of Contract Compliance (OCC) do not need to re-submit.

Construction projects with the City of Los Angeles for which the consideration is \$5,000 or more shall comply with the provisions of Los Angeles Administrative Code Section 10.8.4 and 10.13, herewith referred to as the Affirmative Action Program. Bidders/Proposers are required to complete item number 6 on page 4 of the City of Los Angeles Affirmative Action Plan (four (4) pages) and upload it on the BAVN residing at www.labavn.org at the time it registers on BAVN but no later than the time when an individual Bid/Proposal is submitted. Bidders/Proposers opting to submit their own Affirmative Action Plan may do so by uploading it onto the City's BAVN. Bidders/Proposers with current OCC approval for their Affirmative Action Plan do not need to re-submit unless the approval is 30 days or less from expiration.

Additionally, Bidders/Proposers must complete and **submit with their bid**, the "Anticipated Employment Utilization Report" on the following page of this Bid Proposal, to effectuate the requirements of Los Angeles Administrative Code Section 10.13. The form can also be downloaded from the Bureau of Contract Administration web page at <http://bca.lacity.org>.

Furthermore, subject subcontractors shall be required to submit the Non-Discrimination/Equal Employment Practices Certification, Affirmative Action Plan, and the Anticipated Employment Utilization Report to the successful Bidder/Proposer prior to commencing work on the contract. The subcontractors' Non-Discrimination/Equal Employment Practices Certification(s), Affirmative Action Plan(s), and Anticipated Employment Utilization Report(s) shall be retained by the successful Bidder/Proposer and shall be made available to the Office of Contract Compliance upon request.

Both the Non-Discrimination/Equal Employment Practices Certification and the City of Los Angeles Affirmative Action Plan Affidavit shall be effective for a period of twelve (12) months from the date it is first uploaded onto the City's BAVN.

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

ND/EEP/AA.RFB/RFP LANGUAGE (Rev.11/11)

REMINDER: PLEASE COMPLETE AND POST FORM ON LABAVN WEBSITE

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, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eeo@lacity.org

AFFIRMATIVE ACTION PLAN

The following contracts are subject to the City of Los Angeles Affirmative Action Program as required by the Los Angeles Administrative Code (LAAC) Section 10.8.4 et seq.:

- Every non-construction contract of \$100,000 or more;
- Every construction contract of \$5,000 or more.

Purpose - An affirmative action program is a management tool designed to ensure equal employment opportunity. A central premise underlying affirmative action is that, absent discrimination, over time a contractor's workforce, generally, will reflect the gender, racial and ethnic profile of the available labor pools. Therefore, as part of its affirmative action program, a contractor monitors and examines its employment decisions and compensation systems to ensure equal employment practices, and takes steps to correct underutilization of women and minorities.

Contractors are subject to all provisions contained in LAAC Section 10.8.4 et seq. which can be found at <http://bca.lacity.org>. The excerpts below are provided to serve as a starting point for satisfying these requirements:

LAAC Section 10.8.4 (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 or medical condition.

LAAC Section 10.8.4(K) The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract.

LAAC Section 10.8.4(M) The Affirmative Action Plan required to be submitted 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;
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.

LAAC Section 10.8.4(Q) All contractors subject to the provisions of the 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.

CONTRACTOR DECLARATION

In pursuit of accomplishing the intent of the City's Affirmative Action Program, 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.
- (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) Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.
- (e) 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.

Requirements For Construction Contractors ONLY

Construction contractors are additionally subject to all provisions contained in LAAC Section 10.13 et. seq. which can be found at <http://bca.lacity.org>. As part of these provisions, construction contractors are required to:

1. Submit an **Anticipated Employment Utilization Report (AEUR)** with each new bid for purposes of effectuating this Affirmative Action Plan for the specific project. The AEUR can be found in the bid documents or at <http://bca.lacity.org>.
2. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity (EEO) Officer. Such individual must have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

Mark Purdy

NAME OF EEO OFFICER

mpurdy@trlsystems.com

E-MAIL

President

TITLE

909-456-2628

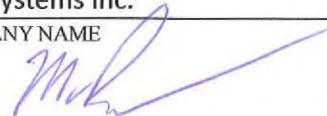
PHONE NUMBER

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan. I certify under penalty of perjury under the laws of the State of California that I have read and understood the foregoing requirements of LAAC Section 10.8 et seq. and agree to comply with them while under contract as set forth therein.

Executed this 15th day of April, in the year 2013, at Rancho Cucamonga, CA
(CITY) (STATE)

TRL Systems Inc.

COMPANY NAME



AUTHORIZED SIGNATURE

909-456-2628/mpurdy@trlsystems.com

TELEPHONE/E-MAIL

9531 Milliken Ave

ADDRESS

Mark Purdy, President
NAME AND TITLE (TYPE OR PRINT)

Rancho Cucamonga, San Bernardino, CA 91730
CITY, COUNTY, STATE, ZIP

CITY OF LOS ANGELES

NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES CONSTRUCTION & NON-CONSTRUCTION CONTRACTOR

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 stipulates that the City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to deal only with those contractors that comply with the non-discrimination and Affirmative Action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities shall therefore require that any person, firm, corporation, partnership or combination thereof, that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to nondiscrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of the LAAC. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each such contractor to determine that they are in compliance with the provisions of this chapter.

I. Los Angeles Administrative Code Section 10.8.2 All Contracts: Non-discrimination Clause

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every contract which is let, awarded or entered into with or on behalf of the City of Los Angeles, shall contain by insertion therein a provision obligating the contractor in the performance of such contract not to discriminate in his or her employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All contractors who enter into such contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with 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.

II. Los Angeles Administrative Code Section 10.8.3. Equal Employment Practices Provisions

Every non-construction contract 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 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 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 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 the 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 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. 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.

Equal Employment Practices Provisions Certification – The Contractor by its signature affixed hereto declares under penalty of perjury that:

1. The Contractor has read the Nondiscrimination Clause in Section I above and certifies that it will adhere to the practices in the performance of all contracts.
2. The Contractor has read the Equal Employment Practices Provisions as contained in Section II above and certifies that it will adhere to the practices in the performance of any construction contract or non-construction contract of \$1,000 or more.

TRL Systems Inc

COMPANY NAME

9531 Milliken Ave

ADDRESS

Rancho Cucamonga, San Bernardino, CA 91730

CITY, COUNTY, STATE, ZIP


AUTHORIZED SIGNATURE

Cindy Rea, Human Resources & Risk Manager

NAME AND TITLE (TYPE OR PRINT)

909-456-2602 / crea@trlsystems.com

TELEPHONE/E-MAIL

ANTICIPATED EMPLOYMENT UTILIZATION REPORT

IEB# 0228201300

PRIME	SUB Contractor	TRL Systems Inc	Project Title	TBD	OCC File #
Contractor Address	9531 Milliken Ave		City: Rancho Cucamonga	State: CA	E-mail: dmathews@trlsystems.com

CONSTRUCTION PROJECTS FOR WHICH THE CONSIDERATION IS \$5,000 OR MORE

As part of the Affirmative Action Plan your company 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

our Standard Campaign is now up to 100,000,000 in value and will soon exceed

(L.A. County Only)

CRAFT	AFRICAN AMERICAN (BLACK)			HISPANIC			ASIAN / PACIFIC ISLANDER			AMERICAN INDIAN/ ALASKAN NATIVE			CAUCASIAN (NON-HISPANIC)			TOTAL EMPLOYEES			% MINORITY			GENDER		
	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	M	F		
Brick Mason																								
Carpenters																								
Concrete Finishers																								
Construction	1	1		28	14			2	3								7	2					58	
Laborers																								
Electricians																								
Operator Engineers																								
Painters																								
Plasterers, Stucco Masons																								
Plumbers, Pipfitters																								
Sheet Metal Workers																								
Iron & Steel Workers																								
Roofers																								
Clerical	3				4												5							
Supervisory					5												5							
TOTAL	4	1		37	14			2	3								17	2					68	12

Employment statistics were obtained from:
Available Records **V** Visual Check

Available Records Visual Check Other (specify) *✓*

Franklin D. Roosevelt

Date: 4/15/

Title: General Manager - Fire Division

PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

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 completed 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 Article 14, Chapter 1 of Division 10 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 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) working on the CONTRACTOR'S/CONSULTANT'S City Contract submit a Pledge of Compliance to awarding authorities; and
4. Ensure that its subcontractor(s) working on the CONTRACTOR'S/CONSULTANT'S City Contract submit a Pledge of Compliance and 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. 10/01/01)

IMPORTANT: COMPLETELY FILL OUT ALL REQUIRED FORMS

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.

TRL Systems Inc

Company Name, Address and Phone Number



Signature of Officer or Authorized Representative

4/15/13

Date

Jeff Purdy, C.O.O.

Print Name and Title of Officer or Authorized Representative

Department of General Services

Awarding City Department

TBD

Contract Number

Child Support Assignment Orders

Any contract awarded pursuant to this bid shall be subject to the following:

This contract is subject to Section 10.10 of the Los Angeles Administrative Code, Child Support Assignment Orders Ordinance. Pursuant to this Ordinance, Contractor/Consultant certifies that it will (1) fully comply with all Federal and State employment reporting requirements applicable to Child Support Assignment Orders; (2) that the principal owner(s) of Contractor/Consultant are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230 *et seq.*; and (4) maintain such compliance throughout the term of this Contract. Pursuant to Section 10.10b of the Los Angeles Administrative Code, failure of Contractor/Consultant to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of Contractor/Consultant to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the Contractor/Consultant under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Contractor/Consultant by the City. Any subcontract allowed hereunder, shall be subject to the provisions of this entered into by the Contractor/Consultant relating to this Contract, to the extent paragraph and shall incorporate the provisions of the Child Support Assignment Orders Ordinance. Failure of the Contractor/Consultant to obtain compliance of its subcontractors shall constitute a default by the Contractor/Consultant under the terms of this contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Contractor/Consultant by the City.

Contractor/Consultant shall comply with the Child Support Compliance Act of 1998 of the State California Employment Development Department. Contractor/Consultant assures 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 subdivision (1) of the Public Contract Code 7110.

Prevailing Wages and Federal Davis Bacon Wages

All selected contractors must abide by the Federal Davis-Bacon and State of CA Prevailing Wage and Equal Opportunity standards. Effective January 1, 2002, pursuant to SB 975 Prevailing Wages, contractors shall pay or cause to be paid to all workers employed in connection with the development of the Site, pay not less than the prevailing wages, as provided in the statutes including without limitation Sections 33423-22426 of the California Health and Safety Code and Section 1770-1780 of the California Labor Code.

Bidders who have a track record of trying to avoid the payment of Davis-Bacon, State Prevailing Wages or who have been referred to the Department of Labor, the Department of Housing and Urban Development, California Labor Commission or any other enforcement agency will be disqualified. Additionally, any contractor who does not submit construction

costs at the applicable Davis-Bacon Prevailing Wage level will also be disqualified. All bidders must submit the "Letter Regarding Davis-Bacon" form, which certifies that the bidder will comply with all applicable Davis-Bacon and/or Prevailing Wage Requirements.

Contract Solicitations Under Charter Section 470(c)(12)

Bidders who submit a response to this solicitation are subject to charter section 470(c)(12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City Officials or candidates for elected City office from the time they submit the bid until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders must submit CEC Form 55 to the awarding authority at the same time the response is submitted. The form requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed non-responsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained form the City Ethics Commission at (213) 978-1960 or [Http://ethics.lacity.org](http://ethics.lacity.org).

City Business License Number

All bidders are required to submit one copy of their City of Los Angeles Business License, Tax Registration Number. To obtain a Business Tax Registration Certificate (BTRC) call the City Clerk's Office (213) 473-5901 and pay the respective business taxes. The address is as follows: City of Los Angeles City Hall Room 101, Office of Finance, Tax and Permit Division, 201 North Main Street, Los Angeles, Ca 90012. For more information, please visit <http://finance.lacity.org>.

Business Inclusion Program (BIP) Outreach Process, (Formerly MBE/WBE/OBE Outreach)

All Bidders shall submit proof of BIP Outreach, documentation of registration and account activation in the LABAVN (Website: www.labavn.org) and perform outreach online 15 days prior to IFB due date. If applicable, identify the organization's certification in any of the following categories: Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Other Business Enterprise (OBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE) and Disabled Veteran Business Enterprise (DVBE) and perform Outreach for sub-contracting opportunities and comply with the City's Business Inclusion Program Outreach. **Please take note: All outreach must be completed 15 days prior to the IFB deadline.**

Bidder's Workforce Information/Non-Collusion Statement

Bidders shall submit with their bid, a statement indicating the headquarters address, as well as the percentage of the workforce residing in the City of Los Angeles. The bidder shall also submit the Non-Collusion Statement.

Child Care Policy

It is the policy of the City of Los Angeles to encourage businesses to adopt childcare policies and practices. Consistent with this policy, bidders shall complete and submit the "Child Care Policy Declaration Statement with their bid.

Nondiscrimination Equal Employment Practices and Affirmative Action Program

Bidders are advised that any construction contract awarded shall be subject to the applicable provision of the Los Angeles Administrative Code Section 10.8.2, Non-discrimination Clause.

Construction projects with the City of Los Angeles for which the consideration is \$1,000 or more shall comply with the provisions of Los Angeles Administrative Code Section 10.8.3, Equal Employment Practices Provisions. All Bidders shall complete and upload, the Non-Discrimination/Equal Employment Practices Certification (two (2) pages available on the City's BAVN at www.labavn.org at the time of registration on BAVN, but no later than the time when an individual bid is submitted. However bidders with certifications previously uploaded to BAVN and verified by the Office of Contract Compliance (OCC) do not need to resubmit.

Construction projects with the City of Los Angeles for which the consideration is \$5,000 or more shall comply with the provisions of Los Angeles Administrative Code Section 10.8.4 and 10.13, herewith referred to as the Affirmative Action Program. Bidders are required to complete the forms and upload it on the BAVN residing at www.labavn.org at the time it registers on BAVN but no later than the time when an individual bid is submitted. Bidders opting to submit their own Affirmative Action Plan may do so by uploading it onto the City's BAVN. Bidders with current OCC approval for their Affirmative Action Plan do not need to resubmit unless the approval is 30 days or less from expiration.

Additionally bidders must complete and submit with their bid, the "Anticipated-Employment Utilization Report" of the bid proposal to effectuate the requirements of the Los Angeles Administrative Code Section 10.12. The form can be downloaded from the Bureau of Contract Administration web page at <http://bca.lacity.org>.

Furthermore, subject subcontractors shall be required to submit the Non-Discrimination/Equal Employment Practices Certification, Affirmative Action Plan, and the Anticipated Employment Utilization Report to the successful bidder prior to commencing work on the contract. The subcontractors' Non-Discrimination/Equal Employment Practices Certification(s), Affirmative Action Plan(s), and Anticipated Employment Utilization Report(s) shall be retained by the successful bidder and shall be made available to the Office of Contract Compliance upon request.

Both the Non-Discrimination/Equal Employment Practices Certification and the City of Los Angeles Affirmative Action Plan Affidavit shall be effective for a period of twelve (12) months from the date it is first uploaded onto the City BAVN.

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

Contractor Evaluation

At the end of the 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 10.39.2 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, the contractor's compliance with budget estimates and requirements, and the expertise of personnel that the contractor assigns to the project. A copy of the Contract Evaluation Form is available upon request. The City will use the final City evaluation, and any response form the Contractor, to evaluate performance and to conduct reference checks when awarding other future contracts.

Local Business Preference Program

Per LAAC 21 of Division 10, Chapter 1, City ordinance No. 181910, an eight percent (8%) shall be granted as a Local Business Preference (LBP) to Local Businesses for Contracts involving consideration in excess of \$150,000. The LBP shall be applied to bids according to Section 10.47.5 of the ordinance. All bidders shall complete and upload online the Local Business Certification Affidavit on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org to qualify.

Terms 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.

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. A given project's activities will be coordinated with CFD. CFD will be present at project sites to coordinate any work in conjunction with other trades during the course of a project.

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 at the time of the job walk. Bids shall be submitted by sealed envelope, delivered and opened by the authorized City representative.

Emergency, Small-Scale, and Short-Duration Jobs

A job that the authorized City representative deems to be an emergency may be exempt from the job walk process. Likewise, small-scale and short-duration jobs may be exempt from the job walk process at the Project Manager's discretion. In such cases, the authorized City representative (based on his or her experience with the various contractors) may (1) select a single contractor to respond to the job request without a formal scope of work or job walk, or (2) establish a contractor rotation plan where each contractor is given an opportunity to handle emergency, small-scale, and short-duration jobs.

Schedule for Commencement and Work Completion

A meeting will be held, prior to the commencement of any contract work, between the Contractor and an authorized City representative to review the mobilization plan, work schedule, work hours and other coordination issues.

A start date for each 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, who will schedule a pre-job meeting. Any changes to the Scope of Work must be authorized in writing by the authorized City representative.

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.

Contract Requirements

Once contractors are selected, the following will apply to the job bidding, job start and payment process:

The City will issue transaction numbers for specific work sites. Contractor's bids for specific projects shall be requested in writing by the City and shall require site inspection (job walks) by the Contractor (except for emergency jobs). Bids may be required to include the following information:

- A. Material cost plus percentage mark-up
- B. Rentals
- C. Equipment
- D. Subcontracted services
- E. Class(es) of personnel to be employed on the project (i.e. Project supervisor, mechanic, laborer, etc.)
- F. Hourly/labor rate for each job classification
- G. The estimated number of hours to complete the job, and the maximum dollar amount charged per job
- H. The not-to-exceed total job cost

Work shall start only after obtaining a Notice to Proceed "NTP" 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 work beginning 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.

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 Processor. Invoices must include contract number, work order number, NTP number, jobsite, and jobsite address. Work must be invoiced by bid line items. Service line items must indicate the date the service was provided.

Contractors are required to submit all certified payroll sheets with any supporting documentation for each job performed to:

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
1149 S. Broadway Suite 300
Los Angeles, CA 90015-2213
Attn: Dale Kanegawa

The Contractor shall submit all the documentation to the City within 5 workdays of payment to the employees.

Payment

Payments shall be made based on the bid price.

Progress payments for each project may be made at the request of the Contractor but require prior approval by the City. The City takes discounts on all progress payments. A proposed payment schedule must be submitted by the bidder at the pre-award 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

The City shall retain 10% of each progress payment until submittal and approval of final unconditional releases, test results, and resolution of all punch-list items that may exist.

Payment shall be subject to the determination of the City Controller that all provisions of the contract have been complied with by the Contractor.

Insurance

The insurance requirements for this bid are:

1. Workers' Compensation/Employer's Liability (Statutory Limit) with Waiver of Subrogation in favor of City and Employer's Liability with a minimum limit of \$1,000,000 per occurrence,
2. General Liability (to include Premises and Operations, Contractual Liability, Independent Contractors and Products/Completed Operations) with a minimum limit of \$1,000,000 per occurrence,
3. Automobile Liability (to include Hired Automobiles, Owned Automobiles and Non-owned Automobiles) with a minimum limit of \$1,000,000 per occurrence,

Performance and Payment Bonds

The successful bidders will be required to post a faithful performance bond for the full amount of the total project cost, and a payment bond for the total project cost of the labor and materials prior to Contractor's performance of any work. Bonds are to be posted at bidder's expense.

Required insurance and bond forms will be provided to the qualified bidders. The bidder will then have 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.)

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.

Contractor's Requirements

The Contractor is required to furnish all labor, materials, equipment, tools, monitoring, supervision and all incidentals required for installation of structural steel work such as, but not limited to, welding, erection, testing, field assembly, finishing, scaffolding, shoring, saw cutting, trucking, dumping, debris haul off, backfill, final clean up, and any other associated work related to the installation of structural steel that is specifically indicated in the project bid.

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. All tools and equipment shall be of safe design and in good condition. Any work being performed in an unsafe manner, or unsafe tools/equipment, as deemed by the City, shall be cause for the City to stop any work in progress. Work stopped for safety reasons shall not be resumed until the situation has been corrected. 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 Industrial Safety and all Cal/OSHA requirements where applicable.

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 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. 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. Any sub-standard work shall be removed and replaced to the City Engineer'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 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 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.

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.

QUESTIONS AND GSD CONSTRUCTION FORCES DIVISION CONTRACT PERSON

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: Gia Pa, Contract Administrator
Piper Technical Center
555 Ramirez Street, Space 150-C
Los Angeles, CA 90012

Or by e-mail at GSD.CFDCContracts@lacity.org or by fax at (213) 473-0676. The City will provide a written response.

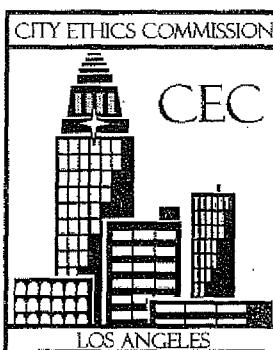
Municipal Lobbying Ordinance



◆◆◆ Los Angeles Municipal Code §§ 48.01 et seq.

Last Revised July 21, 2008

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Los Angeles Municipal Lobbying Ordinance
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Municipal Lobbying Ordinance

Los Angeles Municipal Code Chapter IV, Article 8

Repealed and Re-added by Ordinance No. 169916, effective 8/10/94.

SEC. 48.01

Title and Findings

Amended by Ordinance No. 169916, effective 8/10/94.

- 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

Amended by Ordinance No. 169916, effective 8/10/94.

Amended by Ordinance No. 172479, effective 4/10/99.

Amended by Ordinance No. 175432, effective 9/28/03.

Amended by Ordinance No. 178064, effective 1/15/07.

Amended by Ordinance No. 178356, effective 3/12/07.

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.

A person does not solicit, however, by making a request for funds publicly to at least a majority of persons who attend any public gathering, or by making a request that appears published in a newspaper, on radio or television.

SEC. 48.03

Exemptions

Amended by Ordinance No. 169916, effective 8/10/94.

The following persons are exempt from the requirements of this Article:

- A. Any public official acting in his or her official capacity, and any government employee acting within the scope of his or her employment.
- B. A newspaper or other regularly published periodical, radio or television station or network, including any individual who owns, publishes or is employed by such newspaper, periodical or station or network, when, in the ordinary course of its business, it publishes or broadcasts news, editorials or other comments, or paid advertising, which directly or indirectly attempts to influence action on municipal legislation. This exemption does not apply to any other action by any such newspaper, periodical, station or network, or by any such person, to attempt to influence municipal legislation, if such activity otherwise regulated by this Article.
- C. A person acting without any compensation or consideration other than reimbursement or payment of reasonable travel expenses.

- D. Any person whose only activity is submitting a bid on a competitively bid contract, submitting a written response to or participating in an oral interview for a request for proposals or qualifications, or negotiating the terms of a written agreement with any City agency if selected pursuant to that bid or request for proposals or qualifications. Except with regard to persons covered by subsections E and F, this exemption shall not apply to any person who attempts to influence the action of the Mayor or Mayor's staff, any member of the City Council or their staffs, or any board or commission member with regard to any such contract.
- E. Any organization exempt from federal taxation pursuant to Section 501(c)(3) of the Internal Revenue Code, which receives funding from any federal, state or local government agency for the purpose of representing the interests of indigent persons and whose primary purpose is to provide direct services to those persons, if the individual or individuals represented by the organization before any City agency provide no payment to the organization for that representation. This exemption shall not apply to direct contracts with a City official in other than a publicly noticed meeting, for the purpose of attempting to influence a City decision with regard to any City funding which the organization is seeking.
- F. Any person employed by an organization described in Subsection E with respect to his or her activities as an employee of the organization.

SEC. 48.04**Prohibitions**

Amended by Ordinance No. 169916, effective 8/10/94.

No lobbyist or lobbying firm subject to the requirements of this Article shall:

- A. Do any act with the purpose and intent of placing any City official under personal obligation to the lobbyist, the lobbying firm, or to the lobbyist's or firm's employer or client.
- B. Fraudulently deceive or attempt to deceive any City official with regard to any material fact pertinent to any pending or proposed municipal legislation.
- C. Cause or influence the introduction of any municipal legislation for the purpose of thereafter being employed or retained to secure its passage or defeat.
- D. Cause any communication to be sent to any City official in the name of any nonexistent person or in the name of any existing person without the consent of such person.
- E. Make or arrange for any payment to a City official, or act as an agent or intermediary in making any such payment by any other person, if the arrangement or the payment would violate any provision of the City's Governmental Ethics Ordinance (Los Angeles Municipal Code Section 49.5.1, et seq.)

SEC. 48.05**Record Keeping Responsibilities***Amended by Ordinance No. 175432, effective 9/28/03.*

- A. Lobbying entities and major filers shall prepare and retain detailed records (including all books, papers and other documents) needed to comply with the requirements of this Article. Treasurers and fundraisers for elective City officeholders and City candidates, or for any elective City officer's or City candidate's controlled committees shall prepare and retain detailed contribution activity records for any contributions received as a result of fundraising activity engaged in by a lobbyist, lobbying firm or lobbyist employer, as defined by this article. These records shall be retained for not less than four years.
- B. If a lobbying entity engages in fundraising activities as defined in Section 48.02 of this Code at the behest of a candidate or officeholder running for elective City office, the lobbying entity shall maintain records detailing any contributions that they know or have reason to know resulted from the fundraising activities.
- C. If an officeholder or a candidate running for elective City office contracts with a lobbying entity to engage in fundraising activity as described in Section 48.02 of this Code, the committee treasurer and fundraiser shall maintain records detailing any contributions that they know or have reason to know resulted from the fundraising activities. The treasurer and fundraiser shall make the records available to the lobbying entity upon request of the lobbying entity.
- D. If a lobbying entity delivers or sends written communications to a certified neighborhood council in an attempt to influence municipal legislation as described in Section 48.08.8 of this Article, the lobbying entity shall prepare and maintain detailed records of these written communications for not less than four years.

SEC. 48.06**Registration/Disclosure Forms***Amended by Ordinance No. 177105, effective 12/18/05.*

All lobbyist and lobbying firm registrations, and all other statements and reports required by this Article shall be verified under penalty of perjury and shall be filed on forms provided by the City Ethics Commission and as otherwise required by this Article in section 48.06.1.

Any paper report or statement properly addressed and bearing the correct postage shall be considered filed on the date of the postmark or on the date of delivery to the City Ethics Commission, whichever is earlier.

SEC. 48.06.1 Online Filing of Lobbying Registration and Disclosure Statements

Added by Ordinance No. 177105, effective 12/18/05.

- A. Any person required by this Article to file registration and quarterly report statements with the City Ethics Commission shall file those statements online, using the Commission's Lobbyist Electronic Filing System (LEFS). Once any person is required to file registration and quarterly report statements online, that person shall continue to file statements online until the person's status as a lobbyist, lobbying firm or lobbyist employer has officially terminated. Any person who qualifies as a "Major Filer" as defined in section 48.02 of this Article is not subject to this online filing requirement.
- B. A person required by subsection A to file statements online also shall file a paper copy of each statement required by this Article. Each paper copy of a required statement shall contain an original signature. Paper copies of statements shall continue to be filed until the person's status as a lobbyist, lobbying firm or lobbyist employer has officially terminated. Until otherwise permitted under City law, the signed paper copy shall continue to be the original statement for audit and other legal purposes.
- C. In addition to any late filing penalties that may be imposed for a late filing of a paper copy pursuant to this Article, any person who fails to comply with the online filing requirement of this section will, in addition, be subject to an additional late filing penalty of \$25 per day after the deadline for the filing of the online copy.
- D. The information contained on a statement filed online shall be the same as that contained on the paper copy of the same statement that is filed with the Commission.
- E. The Lobbyist Electronic Filing System (LEFS) is an internet-based, interactive computer program developed by the Los Angeles City Ethics Commission and available on its website and allows persons to file, view and search statements and reports filed with the Commission online.

SEC. 48.07 Registration

*Amended by Ordinance No. 172479, effective 4/10/99.
Amended by Ordinance No. 175028, effective 2/5/03.*

- A. **Requirement.** An individual who qualifies as a lobbyist shall register with the City Ethics Commission within 10 days after the end of the calendar month in which the individual qualifies as a lobbyist. A person, including an individual lobbyist, shall register with the City Ethics Commission as a lobbying firm within 10 days after the end of the calendar month in which a partner, owner, shareholder, officer or employee qualifies as a lobbyist. If a person is not registered as a lobbyist or lobbying firm, but is performing acts which would require that person to so register,

that person may continue to act as a lobbyist or lobbying firm so long as the person registers with the City Ethics Commission within 10 days after the person knew or should have known of the obligation to register. A lobbyist or lobbying firm shall register each client on whose behalf or from which the lobbyist or lobbying firm receives or becomes entitled to receive \$250 or more in a calendar quarter for engaging in lobbying activities related to attempting to influence municipal legislation.

- B. **Duration of Status.** A person who registers as a lobbyist or lobbying firm shall retain that status through December 31 of that year unless and until that person terminates the status as set forth below.
- C. **Registration Fees.** Every lobbyist shall pay an annual registration fee of \$450 plus \$75 for each client on whose behalf or from which the lobbyist receives or becomes entitled to receive \$250 or more in a calendar quarter. Persons who initially register during the last quarter of a calendar year (October through December) shall pay prorated registration fees of \$337 for each lobbyist plus \$56 for each client.
- D. **Contents of Registration Statements — Lobbyists.** Registration statements of lobbyists shall contain the following:
 - 1. The lobbyist's name, business address, and business telephone number.
 - 2. The lobbying firm, if any, of which the lobbyist is an employee, partner, officer or owner.
 - 3. If the lobbyist is not an employee, partner, officer or owner of a lobbying firm, the name, address and telephone number of the lobbyist's employer, together with a letter from the employer authorizing the lobbyist to lobby on behalf of the employer.
 - 4. Each City agency that the lobbyist has the authority to attempt to influence on behalf of any client or employer.
 - 5. A statement that the lobbyist has reviewed and understands the requirements of this Article.
 - 6. Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provisions of this Article.
- E. **Contents of Registration Statements — Lobbying Firms**
Registration statements of lobbying firms (including individual contract lobbyists) shall contain the following:

1. The name, address and telephone number of the firm.
2. The name of each lobbyist who is a partner, owner, shareholder, officer or employee of the firm.
3. The registration statement prepared by each lobbyist so identified, appended to the statement.
4. For each client on whose behalf or from which the firm received or became entitled to receive \$250 in compensation during the calendar quarter for engaging in lobbying activities related to attempting to influence municipal legislation within the meaning of this Article:
 - (a) The client's name, business or residence address and business or residence telephone number.
 - (b) The period during which the representation will occur.
 - (c) The item or items of municipal legislation for which the firm was retained to represent the client, or, if no specific items of municipal legislation for which the firm was retained to represent the client can be identified, a description of the types of municipal legislation for which the firm was retained to represent the client.
 - (d) Each City agency that the lobbying firm has the authority to attempt to influence on behalf of the client.
 - (e) A letter from the client authorizing the firm to represent the client.
 - (f) In the case of a lobbyist who is an individual contract lobbyist, a statement that he or she has reviewed and understands the requirements of this Article.
 - (g) The name of the person or persons responsible for preparing the statement.
 - (h) Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provisions of this Article.

F. **Filing Registration Statements.** Every lobbying firm shall file its registration statement with the City Ethics Commission and shall attach the registration statements of all lobbyists who are partners, owners, shareholders, officers or employees of the firm. Every lobbyist who is not a partner, owner, shareholder, officer or employee of a lobbying firm shall file his or her registration statement with the City Ethics Commission.

- G. **Amendments to Registrations.** Lobbyists and lobbying firms shall file amendments to their registration statements within 10 days of any change in information required to be set forth on the registration statement.
- H. **Termination.** Any person registered under this Article shall file a Registration Termination form with the City Ethics Commission within 20 days after ceasing all activity governed by this Article.
- I. **Education Requirement.** Every individual who is required to register as a lobbyist shall attend a City lobbying information session conducted by the City Ethics Commission no less than once every two calendar years, according to the following schedule:
 - (1) An individual who has not registered as a lobbyist in the immediately preceding two calendar years shall attend a City lobbying information session within six months of his or her registration date as a lobbyist.
 - (2) A registered lobbyist who did not attend a City lobbying information session during the previous calendar year shall attend a City lobbying session by the end of the current calendar year.
 - (3) A registered lobbyist who attends a City lobbying information session during the current calendar year is not required to attend a City lobbying information session during the following calendar year.

SEC. 48.08**Disclosure Reports***Amended and renumbered by Ordinance No. 175432, effective 9/28/03.*

- A. **Reporting Requirement.** Every lobbyist, lobbying firm, lobbyist employer and major filer shall file the quarterly disclosure reports required by this section on or before the last day of the month following each calendar quarter. A report properly addressed and bearing the correct postage shall be considered filed on the date of the postmark or on the date of delivery to the City Ethics Commission, whichever is earlier.
 - 1. All lobbyists and lobbying firms shall file quarterly reports for every calendar quarter during which they retain that status. An individual who qualifies both as a lobbyist and lobbying firm shall file only a lobbying firm quarterly report. Lobbyist employers shall file quarterly reports for every calendar quarter during which any individual employed by that employer retains the status as lobbyist. Information required to be disclosed concerning compensation received or expenditures made for lobbying shall be disclosed either by the lobbyist or by his or her lobbying firm or employer.

2. Major filers shall file quarterly reports for every calendar quarter during which they made qualifying payments or incurred qualifying expenditures totaling \$5,000 or more.
3. Quarterly reports shall disclose all required information for the calendar quarter immediately prior to the month in which the report is required to be filed. The reports shall be filed in duplicate (one original and one copy).

B. **Quarterly Reports by Lobbyists — Contents.** Quarterly reports by lobbyists shall contain the following information:

1. The lobbyist's name, business address and business telephone number.
2. The lobbying firm, if any, of which the lobbyist is a partner, owner, shareholder, officer or employee.
3. If the lobbyist is not a partner, officer or owner of a lobbying firm, the name, address and telephone number of the lobbyist's employer.
4. The date, amount and description of each activity expense of \$25 or more made by the lobbyist during the reporting period, the name and title of the City official benefiting from the expense, the name and address of the payee, and the client, if any, on whose behalf the expense was made. An activity expense shall be considered to be made on behalf of a client if the client requested or authorized the expense or if the expense was made in connection with an event at which the lobbyist attempted to influence the official on behalf of the client.
5. The total amount of activity expenses made by the lobbyist during the reporting period, whether or not itemized.
6. The name of any elective City officer, candidate for elective City office, or any controlled committee of the officer or candidate to which the lobbyist made contributions of \$100 or more, or which were delivered by the lobbyist, or in connection with which the lobbyist acted as an intermediary during the reporting period, and the date and amount of the contribution.
7. The name of any elective City officer, candidate for elective City office, or any City controlled committee of the officer or candidate for which the lobbyist engaged in any fundraising activity during the reporting period, the date(s) of the activity and the amount of funds the lobbyist knows or has reason to know were raised as a result of the activity.
8. The date and amount of one or more contributions aggregating more than \$1,000 made by the lobbyist at the behest of an elective City officer or candidate for elective City office during the reporting period to any and all

controlled committees of any other elective City officer or candidate for elective City office, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.

9. The date, amount and description of one or more donations aggregating \$1,000 or more made by the lobbyist at the behest of an elective City officer or candidate for elective City office during the reporting period to any religious, charitable or other nonprofit organization, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.
10. If, during the quarterly reporting period, the lobbyist provided compensated services, including consulting services, to the campaign of any candidate for elective City office, or to a campaign for or against any City ballot measure, the name of the candidate, the elective City office sought by the candidate, the ballot number or letter of the ballot measure, the date of the election, the amount of compensation earned for the compensated services, and a description of the nature of the services provided. Such information shall be reported if the lobbyist personally provided the services, or if the services were provided by a business entity in which the lobbyist owns at least a 10% investment, whether the compensation was provided directly to the lobbyist or to such business entity.
11. If, during the quarterly reporting period, the lobbyist provided compensated services under contract with the City or with any City agency, including consulting services, the amount of compensation received, the agency for which the services were provided, a description or other identification of the contract and the nature of the services provided. Such information shall be reported if the lobbyist personally provided the services, or if the services were provided by a business entity in which the lobbyist owns at least a 10% investment, whether the compensation was provided directly to the lobbyist or to such business entity.
12. Each City agency that the lobbyist attempted to influence.
13. Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provisions of this Article.

C. **Quarterly Reports by Lobbying Firms — Contents.** Quarterly reports by lobbying firms, including individual contract lobbyists, shall contain the following information:

1. The name, address and telephone number of the firm.

2. The name of each lobbyist who is a partner, owner, shareholder, officer or employee of the firm and whose quarterly report is required to be attached to the report.
3. The original quarterly report of each lobbyist identified pursuant to subdivision 2 above, attached as an exhibit to the report of the lobbying firm.
4. The name, address and telephone number of each client that is required to be registered and was represented by the firm during the reporting period; a description of each item of municipal legislation for which the firm or its lobbyists represented the client during the reporting period; the total amount of payments received by the firm from each client (including all fees, reimbursements for expenses and other payments) during the reporting period for such representation.
5. The total payments received from clients required to be registered by the firm during the reporting period in connection with the firm's representation of clients on municipal legislation.
6. The date, amount and description of each activity expense of \$25 or more made by the lobbying firm during the reporting period, the name and title of the City official benefiting from the expense, the name and address of the payee, and the client, if any, on whose behalf the expense was made. An activity expense shall be considered to be made on behalf of a client if the client requested or authorized the expense or if the expense was made in connection with an event at which the lobbying firm attempted to influence the official on behalf of the client.
7. The total amount of activity expenses made by the lobbying firm during the reporting period, whether or not itemized.
8. The total amount of expenses incurred in connection with attempts by the firm to influence municipal legislation. These expenses shall include:
 - (a) total payments to lobbyists employed by the firm;
 - (b) total payments to employees of the firm, other than lobbyists, who engaged in attempts to influence municipal legislation during the reporting period; and
 - (c) all expenses attributable to attempts to influence municipal legislation, other than overhead, and other expenses that would not be incurred but for the attempts to influence. Each such expense of \$5,000 or more shall be itemized and described.
9. The name of any elective City officer, candidate for elective City office, or any controlled committee of the officer or candidate to which the lobbying

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firm made contributions of \$100 or more, or which were delivered by the lobbying firm, or in connection with which the lobbying firm acted as an intermediary during the reporting period, and the date and amount of the contribution.

10. The name of any elective City officer, candidate for elective City office, or any City controlled committee of the officer or candidate for which the lobbying firm engaged in any fundraising activity during the reporting period, the date(s) of the activity and the amount of funds the lobbying firm knows or has reason to know were raised as a result of the activity.
11. The date and amount of one or more contributions aggregating more than \$1,000 made by the lobbying firm at the behest of an elective City officer or candidate for elective City office during the reporting period to any and all controlled committees of any other elective City officer or candidate for elective City office, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.
12. The date, amount and description of one or more donations aggregating \$1,000 or more made by the lobbying firm at the behest of an elective City officer or candidate for elective City office during the reporting period to any religious, charitable or other nonprofit organization, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.
13. If, during the quarterly reporting period, the lobbying firm provided compensated services, including consulting services, to the campaign of any candidate for elective City office, or to a campaign for or against any City ballot measure, the name of the candidate, the elective City office sought by the candidate, the ballot number or letter of the ballot measure, the date of the election, the amount of compensation earned for the compensated services and a description of the services provided.
14. If, during the quarterly reporting period, the lobbying firm provided compensated services under contract with the City or with any agency, including consulting services, the amount of compensation received, the agency for which the services were provided, a description or other identification of the contract and the nature of the services provided. For an individual contract lobbyist who qualifies as a lobbying firm, such information shall be reported if the lobbyist personally provided the services, or if the services were provided by a business entity in which the lobbyist owns at least a 10% investment, regardless of whether the compensation was provided directly to the lobbyist or to such business entity.

15. For an individual contract lobbyist who qualifies as a lobbying firm, each City agency that the lobbyist attempted to influence.
16. The name, address and telephone number of the person responsible for preparing the report.
17. Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provisions of this Article.

D. **Quarterly Reports by Lobbyist Employers — Contents.** Quarterly reports by lobbyist employers shall contain the following information.

1. The name, address and telephone number of the entity filing the report.
2. The name of each lobbyist who is employed by the entity and whose quarterly report is required to be attached as an exhibit to the report.
3. The original quarterly report of each lobbyist identified pursuant to Subdivision 2 above, attached as an exhibit to the report of the lobbyist employer.
4. Total payments during the reporting period to lobbyists employed by the entity. Such payments shall include solely payments for compensation and reimbursement of expenses relating to the lobbyists' attempts to influence municipal legislation.
5. Total payments to employees of the entity, other than lobbyists, who engaged in attempts to influence municipal legislation during the reporting period. Such payments shall include payments for compensation and reimbursement of expenses relating to such persons' attempts to influence municipal legislation.
6. Total payments for expenses incurred in connection with attempts by the entity during the reporting period to influence municipal legislation. These expenses shall include all expenses attributable to attempts to influence municipal legislation, other than overhead, and other expenses that would not be incurred but for the attempts to influence. Each such expense of \$5,000 or more shall be itemized and described.
7. A description of each item of municipal legislation which the entity attempted to influence during the reporting period.
8. The date, amount and description of each activity expense of \$25 or more made by the lobbyist employer during the reporting period, the name and title of the City official benefiting from the expense, and the name and address of the payee.

9. The total amount of activity expenses made by the lobbyist employer during the reporting period, whether or not itemized.
10. The name of any elective City officer, candidate for elective City office, or any controlled committee of the officer or candidate to which the lobbyist employer made contributions of \$100 or more, or which were delivered by the lobbyist employer, or in connection with which the lobbyist employer acted as an intermediary during the reporting period, and the date and amount of the contribution.
11. The name of any elective City officer, candidate for elective City office, or any City controlled committee of the officer or candidate for which the lobbyist employer engaged in any fundraising activity during the reporting period, the date(s) of the activity and the amount of funds the lobbyist employer knows or has reason to know were raised as a result of the activity.
12. The date and amount of one or more contributions aggregating more than \$1,000 made by the lobbyist employer at the behest of an elective City officer or candidate for elective City office during the reporting period to any and all controlled committees of any other elective City officer or candidate for elective City office, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.
13. The date, amount and description of one or more donations aggregating \$1,000 or more made by the lobbyist employer at the behest of an elective City officer or candidate for elective City office during the reporting period to any religious, charitable or other nonprofit organization, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.
14. The name, address and telephone number of the person responsible for preparing the report.
15. Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provisions of this Article.

E. Quarterly Reports by Major Filers — Contents. Quarterly reports by major filers shall contain the following information:

1. The name, address and telephone number of the person filing the report.
2. A description of each item of municipal legislation which the entity attempted to influence during the reporting period.

3. The total payments made during the reporting period for the purpose of attempting to influence action on each proposed or pending matter of municipal legislation.
4. The name, address and telephone number of the person responsible for preparing the report.
5. Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provision of this Article.

SEC. 48.08.5 Copies of Solicitations

Added by Ordinance No. 175432, effective 9/28/03.

Each lobbying entity that produces, pays for, mails or distributes more than 50 substantially similar copies of a written political fundraising solicitation for any controlled committee of an elective City officer or candidate relating to seeking or holding City elective office or supporting or opposing a City ballot measure shall send a copy of the solicitation to the City Ethics Commission for public access, at the time the solicitation is sent or otherwise distributed, and shall report on its next quarterly report the date(s) on which it is mailed or distributed and a general description of the content of the solicitation, the number of pieces mailed or distributed, and name of the elective City officer, or candidate or City ballot measure committee for which the funds were solicited.

SEC. 48.08.6 Lobbying Disclosure — Political Contributions

Added by Ordinance No. 175432, effective 9/28/03.

A. Each lobbying entity, which makes one or more contributions to an elective City officer and/or to any or all of his or her controlled committees, shall file a notice with the City Ethics Commission each time the making of a contribution results in the lobbying entity having made contributions aggregating more than \$7,000 to the officer and/or his or her controlled committees within the past 12 months. The notice shall be filed on a form prescribed by the Commission within one business day after making a contribution that triggers the filing requirement. The notice shall contain the following information:

1. The name, address and telephone number of the filer, the name of the elective City officer, and/or any or all of his or her controlled committees, to which the lobbying entity made contributions aggregating more than \$7,000 during the past twelve months, and the date and amount of each contribution.
2. For purposes of this section, a "controlled committee" does not include any committee controlled by an elective City officer that is
 - (a) formed to support or oppose a ballot measure or

(b) formed to support the election of that officer to other than elective City office.

B. The original notice shall be filed with the City Ethics Commission, and copies shall be filed with the City Clerk and the elective City officer involved. Each notice may only include information relative to one elective officer.

C. The form shall be considered filed on the date of the postmark or on the date of delivery to the City Ethics Commission, whichever is earlier.

D. The form shall be verified under penalty of perjury by the individual filing it or by an officer of the entity authorized to file it.

E. The City Ethics Commission shall post the information in the notice on its website within one business day of its receipt of the notice. The City Clerk shall make the notice available for inspection within one business day of its receipt.

SEC. 48.08.7 Lobbying Disclosure — Fundraising Activity*Added by Ordinance No. 175432, effective 9/28/03.*

A. Every lobbying entity who within any 12 month period (i) engaged in fundraising activities on behalf of an elective City officer and/or any and all of his or her controlled committees, and which knows or has reason to know that the fundraising activities resulted in contributions, and/or (ii) delivered or acted as an intermediary for one or more contributions to the elective City officer and/or any and all of his or her controlled committees, shall file a notice with the City Ethics Commission any time the activities identified in (i) and/or (ii) aggregate more than \$15,000 in the case of a member of the City Council, or more than \$35,000 in the case of the Mayor, City Attorney, or Controller. The notice shall be filed on a form prescribed by the City Ethics Commission within one business day after any of these thresholds is exceeded. The notice shall contain the following information:

1. The name, address and telephone number of the filer, the name of the elective City officer, and/or any or all of his or her controlled committees, on whose behalf the lobbying entity engaged in fundraising activities, or delivered or acted as intermediary for one or more contributions to the elective City officer and/or any and all of his or her controlled committees, the date of the fundraising activity, and the amount of contributions raised, delivered or in connection with which the lobbying entity acted as an intermediary.
2. For purposes of this section, a "controlled committee" does not include any committee controlled by an elective City officer that is
 - (a) formed to support or oppose a ballot measure or

- (b) formed to support the election of that officer to other than elective City office.
- 3. For purposes of this notification, if a fundraising event is sponsored or hosted by more than one person, the amount of contributions received at or as a result of the event shall be attributed to each lobbying entity who hosted or sponsored the event according to the amount of the contributions that resulted from that lobbying entity's fundraising activities. If a contribution results from the fundraising of more than one person and/or lobbying entity, that contribution shall be apportioned equally to each of the persons and/or lobbying entity that engaged in the fundraising activity.

- B. The original notice shall be filed with the City Ethics Commission, and copies shall be filed with the City Clerk and the elective City officer involved. Each notice may only include information relative to one elective officer.
- C. The form shall be considered filed on the date of the postmark or on the date of delivery to the City Ethics Commission, whichever is earlier.
- D. The form shall be verified under penalty of perjury by the individual filing it or by an officer of the entity authorized to file it.
- E. The City Ethics Commission shall post the information in the notice on its website within one business day of its receipt of the notice. The City Clerk shall make the notice available for inspection within one business day of its receipt.

Sec. 48.08.8 Lobbying Disclosure — Written Communications to Neighborhood Councils

Added by Ordinance No. 176034, effective 7/26/04.

- (a) No lobbying entity registered with the City of Los Angeles shall deliver or send to a certified neighborhood council a written communication on behalf of a client, including, but not limited to, letters, faxes, electronic messages, and flyers, without a disclosure indicating that the communication was delivered or sent by that lobbying entity.
- (b) For purposes of subsection (a), the required disclosure shall be printed clearly and legibly in no less than 8-point type in a color or print that contrasts with the background so as to be legible and shall be presented in a clear and conspicuous manner in the written communication. The disclosure shall include all of the following information applicable to the written communication:
 - (1) The name of the lobbyist(s) that prepares, delivers or sends the written communication;

- (2) The name of the registered lobbying firm(s) or lobbyist employer(s) who employs the lobbyist(s) that prepares, delivers or sends the written communication; and,
- (3) The name of the client or clients on whose behalf the lobbying entity prepares, delivers, or sends the written communication in an attempt to influence municipal legislation.

SEC. 48.09**Compliance Measures and Enforcement**

Amended by Ordinance No. 169916, effective 8/10/94.

Amended by Ordinance No. 171142, effective 8/3/96.

Amended by Ordinance No. 172942, effective 1/21/00.

Amended by Ordinance No. 178064, effective 1/15/07.

Amended by Ordinance No. 179934, effective 7/21/08.

A. **Audits.** The City Ethics Commission shall have the authority to conduct audits of reports and statements filed pursuant to this Article. Such audits may be conducted on a random basis or when the City Ethics Commission staff has reason to believe that a report or statement may be inaccurate or has not been filed.

B. **Criminal Penalties.**

1. Any person who knowingly or willfully violates any provision of this Article is guilty of a misdemeanor. Any person who knowingly or willfully causes any other person to violate any provision of this article, or who knowingly or willfully aides and abets any other person in violation of any provision of this article, is guilty of a misdemeanor.
2. Prosecution for violation of any provision of this article must be commenced within one year after the date on which the violation occurred.
3. No person convicted of a violation of this Article may act as a lobbyist or otherwise attempt to influence municipal legislation for compensation for one year after such conviction.

C. **Civil Enforcement.**

1. Any person who knowingly violates any provision of Section 48.04 shall be liable in a civil action brought by the City Attorney. Any person who intentionally or negligently violates any other provisions of this Article shall be liable in a civil action brought by the City Attorney. Failure to properly report any receipt or expenditure may result in civil penalties not to exceed the amount not properly reported, or \$2,000, whichever is greater. Any other violation may result in civil penalties no greater than \$2,000. If the court determines that a violation was intentional, the court may order that the defendant be prohibited from acting as a lobbyist or otherwise attempting to influence municipal legislation for one year.

2. In determining the amount of liability pursuant to this subsection, the court shall take into account the seriousness of the violation and the degree of culpability of the defendant.
3. If two or more persons are responsible for any violation, they shall be jointly and severally liable.
4. No civil action alleging a violation of this Article shall be filed more than four years after the date the violation occurred.

D. **Injunction.** The City Attorney on behalf of the people of the City of Los Angeles may seek injunctive relief to enjoin violations of or to compel compliance with the provisions of this article.

E. **Administrative Penalties.** The City Ethics Commission may impose penalties and issue orders for violation of this Article pursuant to its authority under Charter Section 706(c).

F. **Late Filing Penalties.** In addition to any other penalty or remedy available, if any person fails to file any report or statement required by this Article, after any deadline imposed by this Article, such person shall be liable to the City Ethics Commission in the amount of twenty-five dollars (\$25) per day after the deadline until the statement or report is filed, up to a maximum amount of \$500. Liability need not be enforced by the Commission if its Executive Officer determines that the late filing was not willful and that enforcement of the penalty would not further the purposes of this Article. No liability shall be waived if a statement or report is not filed within 10 days after the Commission has sent specific written notice to the filer of the filing requirement.

G. **Restriction on Person Who Violates Certain Laws.**

1. No person shall act or continue to act as a registered lobbyist or lobbying firm if, within the prior four years, that person has been found by the City Ethics Commission, in a proceeding pursuant to Charter Section 706, to have violated City Charter Section 470(k) on any occasion. That determination shall be based either on a finding of the City Ethics Commission made after an administrative hearing or on a stipulation by the lobbyist or lobbying firm entered into with the City Ethics Commission within the previous four years.
2. If the City Ethics Commission makes a finding that the person has either
 - (1) accepted responsibility for the violation in the form of having entered into a stipulation with the City Ethics Commission in which the party admits the violation, or otherwise exhibits evidence of having accepted such responsibility, or

(2) mitigated the wrongdoing by taking prompt remedial or corrective action, then the City Ethics Commission may reduce the time period during which the above prohibition would apply to a period of not less than one year.

H. Contract Bidder Certification of Compliance With Lobbying Laws.

1. Any bidder for a contract, as those terms are defined in Los Angeles Administrative Code Section 10.40.1, shall submit with its bid a certification, on a form prescribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if the bidder qualifies as a lobbying entity under Section 48.02 of this article. The exemptions contained in Section 48.03 of this article and Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.
2. Each agency shall include the Municipal Lobbying Ordinance in each invitation for bids, request for proposals, request for qualifications, or other solicitation related to entering into a contract with the City. The ordinance must be provided in at least 10-point font and may be provided on paper, in an electronic format, or through a link to an online version of the ordinance. The ordinance is not required to be printed in a newspaper notice of the solicitation.
3. This subsection does not apply to the renewal, extension, or amendment of an existing contract, as long as the solicitation for the original contact met the requirements in Paragraphs 1 and 2 above and the renewal, extension, or amendment does not involve a new solicitation.
4. For purposes of this subsection, "agency" does not include a state agency operating solely within the City such as the Community Redevelopment Agency or Los Angeles City Housing Authority.

SEC. 48.10

Ethics Commission Reports

Added by Ordinance No. 169916, effective 8/10/94.

As soon as practicable after the close of each quarterly reporting period, the City Ethics Commission shall prepare a report to the Mayor and City Council of lobbying activity which occurred during the reporting period. Such report shall be in a form which, in the opinion of the Commission, best describes the activities, receipts and expenditures of persons subject to the requirements of this article.

SEC. 48.11

Severability

Added by Ordinance No. 169916, effective 8/10/94.

If any provision of this article, or its application to any person or circumstance, is held invalid by any court, the remainder of this article and its application to other persons and circumstances, other than that which has been held invalid, shall not be affected by such invalidity, and to that extent the provisions of this article are declared to be severable.

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181972
ORDINANCE NO. _____

An ordinance amending the City's Campaign Finance Ordinance, codified in Los Angeles Municipal Code Section 49.7.1, et seq., to implement Charter Sections 470(c)(12) and 609(e) regarding restricting contributions and fundraising from contract bidders and proposers and related requirements and to make other technical changes to implement Measure H approved by the voters in March, 2011.

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

Section 1. The following definition is added to Section 49.7.1.1 of the Los Angeles Municipal Code in alphabetical order to read as follows:

"City controlled committee" means a committee created for City purposes and controlled by an elected City official or a candidate for City office. The term includes City campaign committees, officeholder expense funds, legal defense funds relating to City office, and ballot measure committees involving City issues. The term does not include a committee created for election to or the holding of a non-City office.

Sec. 2. The title for Section 49.7.11 of the Los Angeles Municipal Code is amended to read as follows:

SEC. 49.7.11. CAMPAIGN DISCLOSURE AND REPORTING.

Sec. 3. Sections 49.7.26.1, 49.7.26.3, 49.7.26.4, 49.7.27, 49.7.28, 49.7.29 and 49.7.30 of the Los Angeles Municipal Code are renumbered as Sections 49.7.27, 49.7.28, 49.7.29, 49.7.33, 49.7.34, 49.7.35, 49.7.36, respectively.

Sec. 4. A new Section 49.7.30 is added to the Los Angeles Municipal Code to read as follows:

SEC. 49.7.30. BIDDER CONTRIBUTION AND FUNDRAISING RESTRICTIONS.

A. **Definitions.** The following definitions apply for purposes of Charter Section 470(c)(12):

1. **"Awarding Authority"** means the City Council, a City board, commission, authorized employee, or authorized officer, including those who have control of their own special funds but excluding the City Purchasing Agent when acting pursuant to Section 9.1 of the Los Angeles Administrative Code, who makes or enters into a contract for the provision of goods or services of any kind or nature whatsoever to, for, or on behalf of the City. References to the awarding authority shall include references to staff when working on a matter subject to this Article.

2. "Approval by an elected City office" means approval of a contract or selection of a pre-qualified list of persons to contract with the City in any of the following circumstances:

- (a) The elected City official or the elected City official's office is the awarding authority;
- (b) The contract involves services provided directly to or under the supervision of the elected City official; or
- (c) The contract requires approval of the elected City official or the elected City official's office pursuant to City law, executive directive, or City Council action.

The term does not include approval by an elected City official that is required pursuant to Charter Section 262, 271(d), or 370 for non-proprietary departments, provided that City Council approval is not otherwise required and the elected City offices identified in those sections are neither the awarding authority nor supervising the services under the contract. The term does include approval by an elected City official that is required pursuant to Charter Section 262, 271(d), or 370 for contracts with the Harbor, Water and Power, and Airport Departments.

3. "Bidder" means a person who bids on or submits a proposal or other response to a City contract solicitation.

4. "Contract solicitation" means a request for proposals, request for bids, request for qualifications, or any other request, whether written or verbal, for purposes of entering into a contract. However, a solicitation does not include a request to enter into a contract that relies on another City agency's competitive process if the prior City contract was subject to the Charter Section 470(c)(12) restrictions and restrictions of this section.

5. "Contract" means any agreement, franchise, lease, non-regulatory permit, land use license or easement, or concession, including any agreement for occasional professional or technical personal services, for the performance of any work or service or construction, the provision of any materials, goods, equipment, or supplies, the sale or purchase of property, the making of grants, or the rendering of any service to the City, including any proprietary department, or to the public where all of the following apply:

- (a) The contract is let, awarded, or entered into, with, or on behalf of the City or an awarding authority;
- (b) The contract has an anticipated value of at least \$100,000, including exercising all anticipated options; and

(c) The contract requires approval by an elected City office.

The term includes any subsequent amendment that, by itself or in combination with the original contract and any other amendments, has an anticipated value of at least \$100,000 and requires approval by an elected City office. The term also includes the selection of a pre-qualified list of persons to contract with the City where the request for qualifications includes a not-to-exceed amount of at least \$100,000 and the list selection requires approval by an elected City office. The term does not include any contract with another government agency or a contract with an underwriting firm pursuant to Charter Section 609(e) for proprietary noncompetitive sales of revenue bonds.

6. "Elected City official" means an elective City officer, as that term is defined in Section 49.7.1.1.

7. "Fundraising event" means an event designed for political fundraising, at which contributions for an elected City official, a candidate for elected City office, or a City controlled committee are solicited, delivered, or made.

8. "Principal" means the following with regard to persons who are bidders and subcontractors:

(a) The person's board chair, president, chief executive officer, chief operating officer, and an individual who serves in the functional equivalent of one or more of those positions;

(b) An individual who holds an ownership interest in the person of 20 percent or more; and

(c) An individual employee of the bidder or subcontractor authorized by the bid or proposal to represent the person before the City.

9. "Prohibited fundraising" means the following activities:

(a) Asking the bidder, subcontractor, or an employee, officer, or principal of the bidder or subcontractor to make a contribution;

(b) Inviting the bidder, subcontractor, or an employee, officer or principal of the bidder or subcontractor to a fundraising event;

(c) Supplying the name of the bidder, subcontractor, or an employee, officer or principal of the bidder or subcontractor to be used for an invitation to a fundraising event;

C. Violations and Debarment.

1. In addition to any other penalties or remedies established by this Article, a person who is found to have violated this section or Charter Section 470(c)(12) shall not be eligible to bid on or be considered for a contract, extension, or amendment unless the Ethics Commission, as a body, determines that mitigating circumstances exist concerning such violation.

2. The Ethics Commission, as a body, shall determine whether mitigating circumstances apply whenever a violation of this section or Charter Section 470(c)(12) is determined to have occurred. If the Ethics Commission determines that mitigating circumstances do not exist, the person found to be in violation shall be debarred for the following periods of time after the Ethics Commission's determination:

- (a) One year for the first violation;
- (b) Two years for the second violation;
- (c) Three years for the third violation; and
- (d) Four years for the fourth and subsequent violations.

3. The Ethics Commission may adopt regulations regarding mitigating circumstances, including what constitutes mitigating circumstances and any other information determined to be necessary.

4. The Ethics Commission staff shall notify all agencies, departments, boards and offices of a determination of debarment within 10 business days of the determination. The Ethics Commission's determination regarding debarment is final as to all offices, departments, boards, and agencies and may not be waived.

5. If an awarding authority has an existing contract with a person who is identified in a debarment notice from the Ethics Commission, the awarding authority shall determine in writing and, if the awarding authority is a City board, commission, or City Council, at a public meeting whether it is in the best interests of the City to terminate the contract.

6. An awarding authority shall not determine whether a violation of this Article or any other City law regarding campaign financing, lobbying, or governmental ethics has occurred.

7. A person who fails to submit a complete disclosure form as required by this section shall be deemed nonresponsive. However, an awarding

authority may award the contract to a bidder who did not submit a complete disclosure form under the following circumstances:

(a) The contract is a sole source contract for work (as defined in U.S. copyright law) that is protected under an exclusive copyright interest or a subject matter (as defined in U.S. patent law) that is protected by a U.S. patent or a foreign patent that is enforceable in the United States; and

(b) Before awarding the contract, the awarding authority does the following:

i. Makes a written finding that entering into the contract is in the best interests of the City; and

ii. Notifies the contractor that the contractor, subcontractor, and principals that, notwithstanding the failure to complete the disclosure form, they are not relieved of their obligations to comply with the requirements of the Charter and this section or of the penalties that may result from failing to comply with those requirements.

Sec. 5. Charter Amendment H regarding Charter Section 470(c)(12) applies to contract solicitations issued or released on or after May 8, 2011. Charter Section 470(c)(12) applies to amendments when contract discussions with the awarding authority began on or after the effective date of this ordinance.

Sec. 6. Section 49.7.31 of the Los Angeles Municipal Code is amended to read as follows:

SEC. 49.7.31. UNDERWRITER CONTRIBUTION AND FUNDRAISING RESTRICTIONS.

A. **Definitions.** For purposes of Charter Section 609(e), the definitions of awarding authority, elected City official, and fundraising event as provided in Section 49.7.30(A) apply. The following definitions also apply:

1. **"Prohibited fundraising"** means the following activities:

(a) Asking the underwriting firm, subcontractor, or an employee, officer, or principal of the underwriting firm or subcontractor to make a contribution;

(b) Inviting the underwriting firm, subcontractor, or an employee, officer, or principal of the underwriting firm or subcontractor to a fundraising event;

- (c) Supplying the name of the underwriting firm, subcontractor, or an employee, officer, or principal of the underwriting firm or subcontractor to be used for an invitation to a fundraising event;
- (d) Permitting one's name to appear on a solicitation for contributions or an invitation to a fundraising event sent to the underwriting firm, subcontractor, or an employee or officer of one of those persons;
- (e) Providing the use of one's home or business to hold a fundraising event if the underwriting firm, subcontractor, or an employee, officer, or principal of the underwriting firm or subcontractor attends the event;
- (f) Paying for at least 20 percent of the costs of a fundraising event if the underwriting firm, subcontractor, or an employee, officer, or principal of the underwriting firm or subcontractor attends the event;
- (g) Hiring another person to conduct a fundraising event if the underwriting firm, subcontractor, or an employee, officer, or principal of the underwriting firm or subcontractor attends the event;
- (h) Delivering a contribution, either in person or by mail, of the underwriting firm, subcontractor, or to an employee, officer, or principal of the underwriting firm or subcontractor to an elected City official to the elected City official, candidate for elected City office, or an agent of the official or candidate; or
- (i) Acting as an agent or intermediary in connection with the making of a contribution by the underwriting firm, subcontractor, or to an employee, officer, or principal of the underwriting firm or subcontractor to an elected City official, a candidate for elected City office, or a City controlled committee.

2. **"Subcontractor"** means a person who is expected to receive at least \$100,000 as a result of performing some or all of the underwriting firm's contract obligations but does not include an underwriting firm member of the syndicate in the applicable revenue bond sale.

3. **"Underwriting firm"** means any firm that seeks to provide underwriting services for noncompetitive sales of revenue bonds for the Airport, Harbor, or Water and Power Departments as provided in Charter Section 609 in response to a solicitation from an awarding authority.

B. For purposes of Charter Section 609(e), the following apply:

the Business Assistance Virtual Network or similar electronic system sends the submitted data to the City Ethics Commission; the awarding authority shall not be required to submit the form(s) to the City Ethics Commission.

6. **Violations and Debarment.** The provisions of Section 49.7.30(C) shall also apply to violations of this section and Charter Section 609(e).

Sec. 7. Section 49.7.32 of the Los Angeles Municipal Code is added to read as follows:

SEC. 49.7.32. RECORDKEEPING.

All persons subject to this Article shall keep records that demonstrate compliance with this Article and related Charter provisions for four years.

Sec. 8. Sections 49.5.15 and 49.5.16 of the Los Angeles Municipal Code are repealed in their entirety.

Sec. 9. Subsection (f) of Section 24.5 of the Los Angeles Administrative Code is amended to read as follows:

(f) **Failure to Comply.** The failure of a participant, controlled committee of a participant or campaign treasurer to comply with the provisions of this section, and the failure of such person to provide full and accurate information required by this section, is unlawful, constitutes a violation of this section and is subject to the penalties and remedies set forth in Charter Section 706 and Los Angeles Municipal Code Section 49.7.34.

Sec. 10. Subsection (h) of Section 24.10 of the Los Angeles Administrative Code is amended to read as follows:

h. The failure of any elected City officer, controlled committee of an elected City officer, or committee treasurer to comply with the provisions of this section, and the failure of such person to provide full and accurate information required by this section, is unlawful, constitutes a violation of this section and is subject to the penalties and remedies set forth in Charter Section 706 and Los Angeles Municipal Code Section 49.7.34.

Sec. 11. Subsections (b) and (c) of Section 5.406 of the Los Angeles Administrative Code are amended to read as follows:

(b) There shall be placed in the Fund all proceeds from appropriations for public matching funds to partially finance campaigns for elective City offices.

(c) All interest or other earnings attributable to money in the Funds shall be credited to the Fund and shall be devoted to the purposes set forth in this chapter.

Sec. 12. 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 at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; 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 DEC 16 2011.

JUNE LAGMAY, City Clerk

By June L. Lagmay Deputy

Approved DEC 22 2011

Robert W. Parker Mayor

Approved as to Form and Legality

CARMEN A. TRUTANICH, City Attorney

By Renee A. Stadel
RENEE A. STADEL
Deputy City Attorney

Date 12/16/2011

File No. 11-1100-58



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Contributions

CEC Form 55

ALL BOXES MUST BE COMPLETED. PLEASE TYPE OR PRINT LEGIBLY.

Bid/Contract Number (or other identifying information if no number):

Date Bid Submitted:

Description of Contract:
TBD

Awarding Authority (Department):

BIDDER

Name: TRL Systems Inc.

Address: 9531 Milliken Ave, Rancho Cucamonga CA 91730

Email (optional): TBD Phone: 909-390-8392

State Contractor I.D.: 431747

Must be disclosed for identification purposes, even if not performing work on this contract under that license. If the bidder does not have a state contractor I.D., indicate "not applicable".

PRINCIPALS

Please identify the names and titles of all principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: Mark Purdy Title: President

Address: 9531 Milliken Ave, Rancho Cucamonga CA 91730

Name: Jeff Purdy Title: COO

Address: 9531 Milliken Ave, Rancho Cucamonga CA 91730

Name: Steve Adams Title: General Manager – Healthcare

Address: 9531 Milliken Ave, Rancho Cucamonga CA 91730

Name: Frank Arellano Title: Foreman

Address: 9531 Milliken Ave, Rancho Cucamonga CA 91730

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

_____ additional sheets are attached.

Bidder is an individual with no principals.



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Contributions

CEC Form 55

SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the I.D. must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: **TBD**

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

_____ additional sheets are attached.



Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Contributions **CEC Form 55**

PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: N/A Title:

Address: _____

Subcontractor: _____

Name: _____ Title:

Address: _____

Subcontractor: _____

Of the subcontractors identified on page 2, the following are individuals with no principals (attach additional sheets if necessary):

Subcontractor: _____

Subcontractor: _____

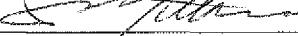
_____ additional sheets are attached.

Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the State of California that the information provided above is true and complete.

Date: 4/15/13

Signature: 

Name: Darin Matheus

Title: General Manager – Fire Division

Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.



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:

TBD

Department:

Name of Bidder:

TRI SYSTEMS INC

Phone:

909-390-8392

Address:

9530 Milliken Ave, Rancho Cucamonga CA 91730

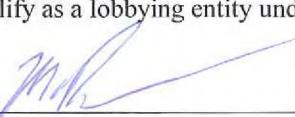
Email: mpurdy@trlsystems.com

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: 4/15/13

Signature: 

Name: Mark Purdy

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 4 of 4

Los Angeles Administrative Code § 10.40.1(h)

(h) "City Financial Assistance Recipient" means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall 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. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

Los Angeles Administrative Code § 10.37.1(i)

(i) "Public lease or license".

- (a) Except as provided in (i)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public 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); or
 - (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.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
 - (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
 - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
 - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
 - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
 - (5) The annual gross revenue threshold 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);
 - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
 - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
 - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section 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 or such period established by regulation.

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH BID PROPOSAL



DEPARTMENT OF GENERAL SERVICES

GENERAL CONDITIONS

**City of Los Angeles
California**

**Department of General Services
Construction Forces Division**

GENERAL CONDITIONS
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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 Nontechnical 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.

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.

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 nontechnical 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,
- 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)

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
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.

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.

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.

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 nonresponsible 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, refabricated, 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, refabricating, 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 regraded, 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 nonresponsive 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 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.

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:
 - 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.

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.

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.

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 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 judgement against such insurance which in the Contractor's best judgement 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.

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

**CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE**

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

City Department/Division Awarding Contract	City Contact Person	Phone
City Bid or Contract Number and Project Title (if applicable)		Bid Date

BIDDER/CONTRACTOR INFORMATION

TRL Systems Inc	413747		
Bidder/Proposer Business Name	Contractor's License Number		
9531 Milliken Ave	Rancho Cucamonga	CA	91730
Street Address	City	State	Zip
Darin Matheus, General Manager – Fire Division	818-459-4401	909-390-8397	
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.

Cindy Rea, Human Resources & Risk Manager

4/15/13

Print Name, Title

Signature

Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: TBD

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: 04/27/1981 State of incorporation: CA

List the corporation's current officers.

President: Mark Purdy

VicePresident: Jeff Purdy

Secretary: n/a

Treasurer: CFO John Hadley

Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stock. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stock.

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 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 or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses in this Questionnaire will not be made available to the public for review. This is not a public document. [CPCC §20101(a)]

D. FINANCIAL RESOURCES AND RESPONSIBILITY

1. 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 firm 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 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 worker's 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: 2012 EMR-1: .90 YR 2:2011 EMR-2: .97 YR. 3: 2010EMR-3: .81

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 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? 31 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) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) 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 its 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 defaulted on a contract or 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 instance.

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 (Page 10)? 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, has your firm, or any person employed by your firm, been investigated, found to have violated, cited, assessed any penalties, or subject to any disciplinary action by a licensing agency for violation of any licensing laws in the past five years?

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

5. 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 your 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 misrepresentation(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 of, 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, 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 theft, fraud, embezzlement, perjury, or bribery? 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.

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 herein and 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.

Darin Matheus, General Manager—Fire Division

Print Name, Title

Signature

4/15/13

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. Make copies of this Attachment if additional pages are needed.

Page 88

Question 4 - License held in name of Corporation



ATTACHMENT B FOR SECTIONS D THROUGH I

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. Make copies of this Attachment if additional pages are needed.

Page 90 #14

Fa Retrofit, Service, Testing, TI,	Beverly Place	John Ngai	310-228-6106	2008 -On Going	\$ 175,000.00
FA Retrofit, Service, Testing, TI,	Methodist Hospital	Dan Crawford	626-821-2393	2008- On Going	\$ 350,000.00
FA Retrofit, Service, Testing, TI,	Wilshire Colonade	Bill Keanu	818-590-5572	2011 - On Going	\$ 550,000.00
FA Retrofit, Service, Testing, TI,	AVM	Damon Holmes	213-570-3999	2011 - On Going	\$ 2,000,000.00
FA Retrofit, Service, Testing, TI,	Yahoo Center	Alan Gaskell	310-828-4319	2000 - On Going	\$ 5,000,000.00
FA Retrofit, Service, Testing, TI,	Huntington Hospital	Renee Guadez	626-397-5267	2008- On Going	\$ 930,000.00
Fa Retrofit, Service, Testing, TI,	Landmark Square	Paula Culp	562-495-5000	2012 - On Going	\$ 1,500,000.00
Service, Testing, TI	US Bank Tower	Rick Shane	213-613-4828	2012 - On Going	\$ 125,000.00
Service, Testing, TI	Gas Company Tower	Stan Delitka	213-613-4444	2012 - On Going	\$ 50,000.00
Service, Testing, TI	Cal Plaza 1	Danny Adams	213-614-2300	2011 - On Going	\$ 250,000.00
Service, Testing, TI	Aon	Robert Jones	323-857-4709	2011 - On Going	\$ 1,000,000.00
FA Retrofit, Service, Testing, TI,	LACMA	Dirk Sanders	310-506-4777	2008- On Going	\$ 4,000,000.00
FA Retrofit, Service, Testing, TI	Pepperdine	Rob McKelvy			

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

- American 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
- American 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 Contractor's 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.

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 from 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.

IMPORTANT: COMPLETELY FILL OUT ALL REQUIRED FORMS

SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt in accordance with the provisions of the Slavery Disclosure Ordinance, this contract is subject to the applicable provisions of the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administration Code, as may be amended from time to time. Unless a specific exception applies, the Ordinances requires the contractor/consultant to complete an affidavit certifying that the contractor/consultant has searched any and all records to its company regarding records of participation or investments in, or profits derived from 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.

All Bidders/Proposers shall complete and upload, the Slavery Disclosure Ordinance Affidavit (one (1) page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of a City contract.

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

Failure to fully and accurately complete the affidavit may result in termination of the contract.

REMINDER: PLEASE COMPLETE AND POST FORM ON LABAVN WEBSITE

IMPORTANT: COMPLETELY FILL OUT ALL REQUIRED FORMS

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 on LABAVN (www.labavn.org) before a Contract or Contract Amendment can be executed. The Affidavit must only be submitted once on LABAVN, but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding the Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance. Website: <http://bca.lacity.org/index.cfm>; Phone: (213) 847-2625; E-mail: bca.eeoe@lacity.org.

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

- I, Jeff Purdy, am authorized to bind contractually the Company identified below.
- Information about the Company entering into a Contract with the City is as follows:

TRL Systems Inc Company Name	909-456-2617 Phone	95-3609841 Federal ID #	<u>39859</u> BAVN Company ID #
9531 Milliken Ave Street Address	<u>Rancho Cucamonga</u> City	<u>CA</u> State	<u>91730</u> Zip
- The Company came into existence in 31 (year).
- 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 (mark only the option(s) that apply):

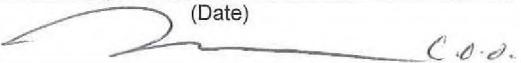
The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.

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.

- 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 April 15, 2013 at Rancho Cucamonga, CA.
(Date) (City) (State)

Signature:  C.O.O. Title: Chief Operations Officer

DEFINITIONS

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.

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.

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.

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 in or profits derived from slavery by any company doing business with the City.

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

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 Contract Enforcement Section of the Office of the City Administrative Officer.

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 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.

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.

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 any and all records of the Company, or any Predecessor Company, regarding records of Participation or 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 Government 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 City Administrative Officer finds that the City will incur a financial loss or forego a financial benefit, and which in the opinion of the Treasurer or the City Administrative Officer would violate his or her fiduciary duties.

B. Grant funded Contracts if the application of this article would violate or be inconsistent with the terms or conditions of a grant or Contract with an agency of the United States, the State of California or the instruction of an authorized representative of any of those agencies with respect to any grant or Contract.

C. Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of 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 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).

I. Contracts entered into pursuant to Charter Section 371 (e) (6).

J. 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.

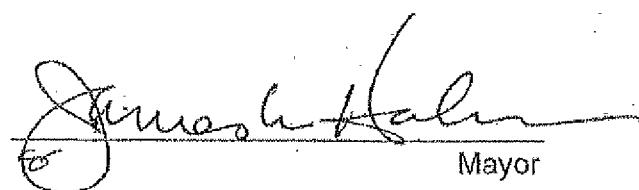
Sec. 2. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board 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 the foregoing ordinance was introduced at the meeting of the Council of the City of Los Angeles JUN 20 2003, and was passed at its meeting of JUN 27 2003.

J. MICHAEL CAREY, City Clerk

By Maria Vazquez
Deputy

Approved JUN 9 0 2003


James Hahn
Mayor

Approved as to Form and Legality

ROCKARD J. DELGADILLO, City Attorney

By Kitty Reber
KITTY REBER
Deputy City Attorney

Date 6-19-03

File No. 23-0232
89841



CERTIFICATION REGARDING DRUG FREE WORKPLACE ACT REQUIREMENTS

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.

TBD

CONTRACT NAME

TRL Systems Inc.

CONTRACTOR'S COMPANY NAME

Cindy Rea - Human Resources & Risk Manager

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Cindy Rea 4/15/13

SIGNATURE
TBD

DATE

CITY OF LOS ANGELES IFB NUMBER

IMPORTANT: COMPLETELY FILL OUT ALL REQUIRED FORMS

City of Los Angeles
The Department of General ServicesFEDERALLY ASSISTED PROJECTS EQUAL
EMPLOYMENT OPPORTUNITY OFFICERProject Title: TBD

NTP No: _____ OCC No: _____ Work Order No: _____

Please be advised that TRL Systems Inc

Company Name

located at 9531 Milliken Ave., Rancho Cucamonga CA 91730

Address

hereby appoints Mark Purdy as its Equal Employment Opportunity Officer.

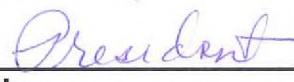
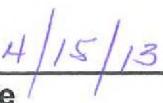
The Officer has been given the authority to establish, disseminate and enforce Equal Employment and Affirmative Action policies of this firm. The Officer may be contacted at

9531 Milliken Ave., Rancho Cucamonga, 909 - 456-2628

Work Location

Telephone

concerning matters related to any affirmative actions taken by this firm to increase the utilization of minorities and women in its employment. Upon signing below, the Contractor declares under penalty of perjury that the information contained herein is true and correct.


Signature
Title
Date

FedPreBid (1/2001)

IMPORTANT: COMPLETELY FILL OUT ALL REQUIRED FORMS

FEDERALLY ASSISTED PROJECTS

TITLE 49, CODE OF FEDERAL REGULATIONS, Part 29
DEBARMENT AND SUSPENSION CERTIFICATION

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer or manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination or ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Exceptions: If there are any exceptions to this certification, insert the exceptions in the space below:

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted below, indicate to whom it applies, irritating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

TRL Systems Inc

Company Name

9531 Milliken Ave

Address

Rancho Cucamonga, CA 91730

City, State, Zip

Cindy Rea

Authorized Signature

Cindy Rea, Human Resources & Risk Manager

Name & Title (Type or Print)

909-456-2602

Telephone

4/15/13

Date

FedPreBid01 (1/2001)

IMPORTANT: COMPLETELY FILL OUT ALL REQUIRED FORMS

FEDERALLY ASSISTED PROJECTS

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS
OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE
FILING OF REQUIRED REPORTS.

The Bidder/ Proposed Subcontractor hereby certifies as to having Participated/ Not Participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 1114, or 11246, Has/ Has Not filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering Agency, or the Former President's committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

TRL Systems Inc
Company Name

9531 Milliken Ave

Address

Rancho Cucamonga, CA 91730
City, State, Zip


Authorized Signature

Cindy Rea, Human Resources & Risk Manager

Name & Title (Type or Print)

909-456-2602
Telephone

4/15/13
Date

The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt for the equal opportunity clause are forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders of their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Each member of a Joint Venture must submit this form. Additionally, previous certifications under the present Joint Venture shall be submitted upon request of the City.

FEDERALLY ASSISTED PROJECTS

CERTIFICATION OF NON-SEGREGATED FACILITIES

Applicable to federally assisted construction contacts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term, "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and to her storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from the proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

TRL Systems Inc

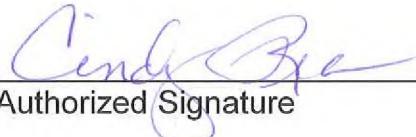
Company Name

9531 Milliken Ave

Address

Rancho Cucamonga, CA 91730

City, State, Zip


Authorized Signature

Cindy Rea, Human Resources & Risk Manager

Name & Title (Type or Print)

909-456-2602

Telephone

4/15/13

Date

The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor 41 CFR 60-1.8(b), must be submitted by the bidder and proposed subcontractors only in connection with the contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontract which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S. C. 1001.

Each member of a Joint Venture must submit this form. Additionally, previous certifications under the present Joint Venture shall be submitted upon request of the City.

IMPORTANT: COMPLETELY FILL OUT ALL REQUIRED FORMS



CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

The City of Los Angeles has adopted an ordinance requiring that all contractors and subcontractors performing work for the City comply with all reporting requirements and wage and earning assignments relative to legally mandated child support. As a result, every contract that is let, awarded, or entered into with or on behalf of the City of Los Angeles shall contain the following provision:

The Contractor(s) and any Subcontractor(s) must fully comply with all applicable State and Federal employment reporting requirements for the Contractor(s)' and any Subcontractor(s)' employees. The Contractor(s) and any Subcontractor(s) must fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with the California Family Code. The Contractor(s) and any Subcontractor(s) must certify that the principal owner(s) thereof (any person who owns an interest of 10 percent or more) are in compliance with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally. The Contractor(s) and any Subcontractor(s) must certify that such compliance will be maintained throughout the term of the contract.

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

All Requests for Proposals, Requests for Qualifications, Invitations for Bids, advertisements for bids, and other similar documents must give notice of these provisions to those who bid on or submit proposals for prospective contracts with the City. All bidders and proposers are required to complete the attached Certification of Compliance with Child Support Obligations. Failure to return the completed certification as part of the bid will result in the bid or proposal will result in the bid or proposal being deemed unresponsive and being rejected.

IMPORTANT: COMPLETELY FILL OUT ALL REQUIRED FORMS

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

The undersigned hereby agrees that TRL Systems Inc will:
Name of Business

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 are in compliance with any Wage and Warnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain such compliance throughout the terms 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.

Upon signing below, the bidder by his/her signature affixed hereto declares under penalty of perjury that her/she has read the Child Support Assignment Orders contained in the City's Ordinance No.172401 and accepts all the City's requirements contained herein throughout the duration of this project.



Cindy Bea
Signature

Human Resources & Risk Manager

Title

TRL Systems Inc.
Company Name

4/15/13
Date

07/03/06

IMPORTANT: COMPLETELY FILL OUT ALL REQUIRED FORMS



- FOR CONTRACTORS -
CONSTRUCTION & DEMOLITION
WASTE RECYCLING ORDINANCE
EFFECTIVE JANUARY 1, 2011

THE CONSTRUCTION & DEMOLITION (C&D) WASTE RECYCLING ORDINANCE ESTABLISHES RECYCLING REQUIREMENTS FOR C&D WASTE GENERATED WITHIN THE CITY. THE ORDINANCE IS EFFECTIVE JANUARY 1, 2011.

ON-SITE SOURCE SEPARATION OF C&D RECYCLABLES REMAINS THE CITY'S PRIMARY PREFERENCE FOR DIVERSION, AND IS EXEMPT FROM MANY REQUIREMENTS OF THIS ORDINANCE

ANY C&D WASTE REMAINING AFTER ON-SITE SOURCE SEPARATION MUST BE LAWFULLY DELIVERED IN ACCORDANCE WITH THE C&D WASTE RECYCLING ORDINANCE.

THE KEY ELEMENTS OF THE C&D WASTE RECYCLING ORDINANCE ARE AS FOLLOWS:

- ◆ All non-source separated C&D waste generated within the City (any amount) can only be taken to City Certified Processors of C&D waste.
- ◆ C&D waste can only be legally collected, removed, or transported by City Permitted Solid Waste Haulers.
- ◆ If you collect, remove, or transport C&D waste from City sites, then you must obtain a Solid Waste Hauler Permit from the Bureau of Sanitation.
- ◆ If you use independent waste haulers to collect, remove, or transport C&D waste from City sites, the hauler must be permitted and selected from the Bureau of Sanitation's authorized list of Permitted Solid Waste Haulers. If you do not use a City Permitted Waste hauler, you become the hauler and responsible for the disposition of the mixed waste and potential penalties.
- ◆ Bins used to collect, remove or transport C&D waste must be clearly marked with the name and phone number of the owner of the bin.
- ◆ Penalties of up to \$5,000 will be assessed, against the hauler, for the unlawful disposition of C&D waste per each load of C&D waste not taken to City Certified Processors of C&D waste.
- ◆ Further, collecting, removing or transporting C&D waste within the City without a valid Solid Waste Hauler Permit is a criminal misdemeanor subject to fines and/or imprisonment.



IMPORTANT: COMPLETELY FILL OUT ALL REQUIRED FORMS

OFFICE OF CONTRACT COMPLIANCE
CENTRALIZED CERTIFICATION ADMINISTRATION

Frequently Asked Questions

1. Question: What are the benefits of being DBE or ACDBE certified?

Answer: As a member of the California Unified Certification Program (CUCP), the City of Los Angeles provides "one-stop shopping" certification services to small minority-owned and women-owned businesses seeking to participate as a Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantage Business Enterprise (ACDBE) in contracts funded by the United States Department of Transportation. The CUCP also eliminates the need for DBE and ACDBE firms to obtain certifications from multiple agencies within the State. It is not necessary to apply for DBE and ACDBE certification at more than one agency. The program provides free marketing exposure for your business through a statewide database and directory.

2. Question: What are the differences among the Minority Business Enterprise/Women Business Enterprise (MBE/WBE) program, Disadvantaged Business Enterprise (DBE) program and Airport Concessions Disadvantage Business Program (ACDBE)?

Answer: Subject to the City of Los Angeles (local program), a Minority Business Enterprise (MBE) is a business concern that is at least 51% owned by one or more individuals who are Black American, Hispanic American, Native American, Asian-Pacific American, or Subcontinent Asian American; and whose management and daily operations are controlled by one or more of these owners.

A Women Business Enterprise (WBE) is a business concern that is at least 51% owned by one or more women; and whose management and daily business operations are controlled by one or more women owners. MBE and WBE certifications are relevant to city-funded contracts.

Subject to the U.S. Department of Transportation (Federal Program) a Disadvantaged Business Enterprise (DBE) is a "small business concern" as defined by the U.S. Small Business Administration, that is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals (Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans or Women). The qualifying individuals must separately exhibit a personal net worth (PNW) that does not exceed \$1,320,000.

A firm certified as an ACDBE is similar to a DBE but is usually located and works in an airport. Subject to the USDOT, an ACDBE is the same as a DBE (ownership and control) but must be a business that is located at the airport providing good or services to the public; or a business not located at the airport but providing goods and services to concessions or providing certain activities that take place on the airport.

ACDBE applicants are also subject to the PNW limit of \$750,000 with an additional \$3.0 million exclusion if an applicant can document that personal assets are necessary to obtain financing to open or expand a concession business. Both the DBE and ACDBE certifications pertain to contracts funded by the Federal Department of Transportation (USDOT).

3. Question: What is the size requirement to be qualified as a DBE or ACDBE?

Answer: A DBE firm (including its affiliates) must be an existing small business, as defined by the SBA (13 CFR 121). Even if SBA requirements are met, a firm is not an eligible DBE if it has average annual gross receipts over the firm's previous three tax years that exceed \$22.41 million. An ACDBE firm's average gross receipts over the previous three tax years cannot exceed \$52.47 million.

4. Question: How does a firm become certified with the City of Los Angeles?

Answer: Applicants may request an application by writing to the Bureau of Contract Administration, Office of Contract Compliance (OCC), 1149 South Broadway, Suite 300, Los Angeles, CA 90015, or by calling (213) 847-2684. You may also download the applications from the link at Certification Applications.

5. Question: How can I get assistance with completing the application forms?

Answer: Assistance with the DBE/ACDBE/MBE/WBE and SLB applications is available on a walk-in basis from 8-11:30 am on the first Thursday of every month. We are located at the Public Works Building on 1149 S. Broadway Street, 3rd floor, Los Angeles, CA 90015. Telephone assistance can also be obtained by calling Centralized Certification at (213) 847-1922.

IMPORTANT: COMPLETELY FILL OUT ALL REQUIRED FORMS

6. Question: My firm is certified by another agency. Does it need to go through all the certification steps again?

Answer: No, if you have a DBE certification with another certifying agency in the California Unified Certification Program (CUCP), you do not need to apply with the City of Los Angeles. The City has reciprocity with the following agencies throughout California: CALTRANS, Los Angeles County Metropolitan Transportation Authority (METRO), San Francisco Bay Area Rapid Transit District (BART), City of Fresno, Santa Clara Valley Transportation Authority (VTA), Central Contra Costa Transit Authority (CCCTA), San Mateo County Transit District (SAMTRANS) San Francisco Municipal Transportation Agency (SFMTA), Yolo County Transportation District (YOLOBUS), and California Department of Transportation (CALTRANS). The City has reciprocity for ACDBE certification with San Diego County Regional Airport Authority (SAN), San Francisco International Airport (SFO), and CALTRANS.

7. Question: What are the components of the certification process?

Answer: The certification process consists of four stages: Preliminary Review – Submitted documents are checked for completeness. All applications must be signed and notarized. Applications not notarized or signed will be returned. Desk Audit – Supporting documents are reviewed and additional information may be requested. Site Visit – An analyst will interview business owners at the business location. If you've had a site visit from another agency, we will request the Site Visit Report or Transcript from that agency. Final Recommendation – A recommendation for approval or denial is made after a thorough review of the application and submitted documents.

8. Question: What recourse does a firm have if it is denied certification?

Answer: DBE applicants have the right to appeal the denial in writing within 90 calendar days from the date of the denial letter to the U.S. D.O.T. MBE/WBE applicants may submit an appeal to the Office of Contract Compliance. Denied applicants can reapply after one year.

9. Question: How long is the DBE/ACDBE/MBE/WBE certification valid?

Answer: All certifications are valid until a certifying agency decertifies a firm if it no longer meets eligibility standards. An "Annual Update Affidavit" or "No Change Declaration" is required from ACDBE/DBE certified firms to confirm their continued eligibility.

10. Question: Once certified, how do firms procure City contracts?

Answer: The Business Assistance Virtual Network (BAVN) is a free service provided by the City of Los Angeles and the Mayor's Office of Small Business Services. View and download information about all contractual opportunities offered by the City of Los Angeles in one convenient location and find up-to-date certified sub-contractors. If you wish to be notified of future City contract opportunities, please register in the City's BAVN website at: <http://labavn.org>.

11. Question: What are the benefits of being certified as a SLBE with the City of Los Angeles?

Answer: Firms certified as a Small and Local Business Enterprise (SLBE) with the City of Los Angeles are given a 10% preference applied to bid contracts of \$100,000 or less. The preference is determined by taking 10% of the lowest bid that is proposed by a non-certified SLBE firm, and subtracting that amount from the bid of the SLBE certified firm. If, after the preference, the SLBE's bid is less than or equal to the lowest non-certified firm's bid, the SLBE will be awarded the contract.

12. Question: What qualifications are required to be certified as a SLBE?

Answer: The firm's principal office must be located within the County of Los Angeles. The firm must have a current City of Los Angeles Business Tax Registration Certificate. For information, please call the Office of Finance, Tax and Permits Division at (213) 626-9271. Gross Receipts of the firm, including affiliates, must total less than \$3 million for the previous tax year. The firm's application must be submitted to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, Centralized Certification Section no later than five (5) calendar days prior to the bid or proposal deadline and be approved prior to the award date.

13. Question: How long is the SLBE certification valid?

Answer: An SLBE certification is valid for 2 (two) years.

IMPORTANT: COMPLETELY FILL OUT ALL REQUIRED FORMS

THE BUSINESS INCLUSION PROGRAM (BIP) OUTREACH PROCESS

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 Business Inclusion Program (BIP). 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, SBE's, EBE's and DVBE's. 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 a Good Faith Effort utilization as pledged to by the consultant is not met during the life of the contract.

A. GENERAL

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 Business Inclusion Program (BIP) Outreach Program is set forth in this policy Statement. Bidders shall be fully informed concerning the requirements of the Program.

Additional information and/or assistance in implementing this program may be obtained through the Contract Administrator and the following document which will walk you through the on line Business Inclusion Program (BIP) Outreach requirement process. If you have any questions, please do not hesitate to contact the Contract Administrator.

IMPORTANT: COMPLETELY FILL OUT ALL REQUIRED FORMS

CITY OF LOS ANGELES BUSINESS INCLUSION PROGRAM (BIP)

Performance of a BIP outreach to Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Small Business Enterprises (SBE), Emerging Business Enterprises (EBE), Disabled Veteran Business Enterprises (DVBE), and Other Business Enterprises (OBE) subcontractors must be completed on the Business Assistance Virtual Network (BAVN), www.labavn.org.

All BIP outreach documentation must be submitted on the BAVN by 4:30 p.m. on the calendar day following the date bids are received by the Awarding Authority.

Failure to submit the required documentation by 4:30 p.m. on the calendar day following the date bids are received by the Awarding Authority will render the bid non-responsive.

The Department of General Services anticipated levels of

MBE Participation:	<u>18%</u>
WBE Participation:	<u>4%</u>
SBE Participation:	<u>25 %</u>
EBE Participation:	<u>8 %</u>
DVBE Participation:	<u>3 %</u>

NOTE: BIP outreach information and/or assistance may be obtained through General Services-Construction Forces
Gloria Dean at (213) 473-0652. Technical assistance in using the BAVN may be obtained through
the e-mail link on the BAVN's website.

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BOARD OF PUBLIC WORKS BUSINESS INCLUSION OUTREACH PROGRAM

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CITY OF LOS ANGELES BUSINESS INCLUSION PROGRAM (BIP) FOR USE ON CITY-FUNDED REQUEST FOR BIDS CONTRACTS

A. General

This project is subject to the City of Los Angeles, BIP outreach requirements which are to be followed by bidders on advertised Request for Bids. The City is committed to ensuring full and equitable participation by minority, women, small, emerging, disabled veteran, and other sub-bid or subcontracting businesses in the provision of all goods and services to the City on a contractual basis. The BIP is set forth herein. Bidders shall be fully informed concerning the requirements of this Program. Bidders are encouraged to use MBE/WBE/SBE/EBE/DVBE firms whenever there is a need to subcontract portions of the work. **Failure to comply with the City's BIP Outreach requirements will render the bid non-responsive.**

B. MBE/WBE/SBE/EBE/DVBE/OBE Participation

The BIP outreach policy requires the bidder to make an outreach in order to include sub-bid participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs which is anticipated by the City to produce levels of participation **as stated on Page 1.**

C. Definitions

1. **Minority or Women Business Enterprise (MBE or WBE):** For the purpose of this program, means 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 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. **Small Business Enterprise (SBE):** For the purpose of this program, Small Business Enterprise shall mean a business enterprise that meets the following criteria:
 - a. A business (personal or professional services, manufacturer, supplier, vendor) whose three (3) year average annual gross revenues does not exceed \$7 million.
 - b. A business (construction contractors) whose three (3) year average annual gross revenues does not exceed \$14 million.
3. **Emerging Business Enterprise (EBE):** For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenues do not exceed \$3.5 million.

4. Disabled Veteran Business Enterprise (DVBE): For the purpose of this program, Disabled Veteran Business Enterprise shall mean a business enterprise that meets the following criteria:
 - a. A business that is at least 51 percent owned by one or more disabled veterans.
 - b. A business whose daily business operations must be managed and controlled by one or more disabled veterans.
5. Other Business Enterprise (OBE): For the purpose of this program, means any business which does not otherwise qualify or has not been certified as a Minority, Women, Small, Emerging, and/or Disabled Veteran Business Enterprise.
6. Minority person: For the purposes of this program, the term "Minority person" means 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 U.S. Trust Territories of the Pacific, and the Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).
7. Disabled Veteran: For the purpose of this program, the term "Disabled Veteran" shall mean a veteran of the U.S. military, naval, or air services; the veteran must have a service-connected disability of at least 10% or more, and the veteran must reside in California.
8. Certifications must be current **on the date bids for the project are opened** if recognition is to be given towards MBE/WBE participation on this project.
 - a. 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); 3) Los Angeles County Metropolitan Transportation Authority (Metro); 4) Any certifying agency that is a part of the State of California, Unified Certification Program (CUCP) so long as the certification meets all of the City of Los Angeles' MBE/WBE certification requirements; or 5) Southern California Minority Business Development Council, Inc. (SCMBDC) for MBE certifications only.

Applications for certification and directories of MBE/WBE certified firms are available at the following locations:

1. **City of Los Angeles**
Office of Contract Compliance, 1149 S. Broadway, Suite 300, Los Angeles, CA 90015 Telephone: (213) 847-2684 Fax: (213) 847-2777
Internet address: <http://bca.lacity.org>

2. CalTrans
State of California, Department of Transportation, Civil Rights Group,
1823 14th Street, Sacramento, CA 95814
Telephone: (916) 324-1700 To order a directory, call (916) 445-3520
Internet address: <http://www.dot.ca.gov/hq/bep/>
3. Los Angeles County Metropolitan Transportation Authority
Equal Opportunity Department, 1 Gateway Plaza, Los Angeles, CA 90012
Telephone: (213) 922-2600 Fax: (213) 922-7660
Internet address: <http://www.mta.net>
4. Southern California Minority Business Development Council, Inc. (for a fee)
800 W. 6th Street, Suite 850, Los Angeles, CA 90017
Telephone: (213) 689-6960 Fax: (213) 689-1707
Internet address: www.scmbdc.org

b. Certification as a Small or Emerging Business Enterprise: An SBE must be certified by either: 1) City of Los Angeles, Bureau of Contract Administration; or 2) State of California, Office of Small Business & Disabled Veterans Business Enterprise Services so long as the certification meets all of the City of Los Angeles' SBE and EBE certification criteria.

Note: The State of California does not offer EBE certifications. For the purposes of this program, the State's Microbusiness certification will be considered synonymous with the City's EBE certification.

- c. Certification as a Disabled Veteran Business Enterprise: A DVBE must be certified by State of California, Office of Small Business & Disabled Veterans Business Enterprise Services.
9. Business Inclusion Program Outreach Documentation: The bidder must take affirmative steps prior to bid opening to ensure that a maximum effort is made to recruit sub-bidder/subcontractors. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of supplies, construction and other services. The required affirmative steps for BIP Outreach documentation are outlined in Paragraph D herein. The BIP Outreach documentation must be submitted as described in Paragraph D herein. Failure to submit the BIP Outreach documentation as described will render the response non-responsive.
10. Subcontract: For the purpose of this program, the term "Subcontract" denotes an agreement between the prime Contractor and an individual, firm or corporation for the performance of a particular portion(s) of the work which the prime Contractor has obligated itself.
11. 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 or permit, including the furnishing of all labor, materials, or equipment.

12. **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.
13. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
14. **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.
15. **Participation Recognition:** This applies to recognition as an MBE, WBE, SBE, EBE, DVBE, and OBE.
 - a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph C, Definitions, Item 8, on the date bids for the project are opened before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE participation level.
 - b. Work performed by a MBE, WBE, SBE, EBE, and/or DVBE prime contractor will not be a consideration when determining a prime contractor's BIP Outreach. The prime contractor will be required to make a BIP Outreach to obtain certified MBEs, WBEs, SBEs, EBEs, and DVBEs through subcontracting or materials and supplies acquisition to reach anticipated participation levels.
 - c. A listed MBE, WBE, SBE, EBE, DVBE, and/or OBE firm must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
 - d. 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 levels of MBE, WBE, SBE, EBE, DVBE, and OBE participation, unless the vendor manufactures or substantially alters the materials/supplies.
 - e. MBE and/or WBE credit shall not be given to a Joint Venture partner listed as a subcontractor by a Joint Venture bidder.

- f. MBE, WBE, SBE, EBE, and/or DVBE 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.
- g. A firm which qualifies as both a MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, a MBE and/or WBE firm may also receive SBE, EBE and/or DVBE credit if so qualified.
- h. A SBE, EBE, DVBE prime contractor shall receive pledged participation credit for the work performed by its own workforce.

D. BIP Outreach Documentation

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Woman Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran Business Enterprises (DVBEs), and Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts. In order to maximize this participation while minimizing the administrative impact on city staff and bidders alike, the Mayor's Office has developed a Business Inclusion Program (BIP). The BIP requires City departments to set anticipated participation levels based on the opportunities presented in their advertised contracts and department's achievement of its annual goals. A bidder's BIP Outreach to MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs shall be determined by their compliance with the following BIP Outreach process which will be performed on the City's Business Assistance Virtual Network (BAVN). The BAVN can be accessed at www.labavn.org or by going to the City's Webpage (www.lacity.org) and linking onto "Bids, RFPs & Grants." Failure to meet the anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels will not by itself be the basis for disqualification or determination of noncompliance with this policy. **However, failure to comply with the BIP Outreach documentation requirements as described in this section will render the bid non-responsive and will result in its rejection.** *Compliance with the BIP Outreach requirements is required even if the bidder has achieved the anticipated MBE, WBE, SBE, EBE, and DVBE participation levels.* Adequacy of a bidder's BIP Outreach will be determined by the Board after consideration of the indicators of BIP Outreach as set forth below.

Any technical difficulties while utilizing the BAVN should be reported immediately using the following steps:

1. Email BAVN Support at ITA.BAVN@lacity.org.
2. Email Gia K. Pa at gsd.cfdcontract@lacity.org.
3. If you are not contacted within 15 minutes during normal City working hours (6:00 a.m. to 4:00 p.m. Monday-Thursday), call [Gloria Dean or Louisa Tan at (213) 473-0652].

If the above procedures are not followed as stipulated, incomplete outreach and/or incomplete documentation may not be accepted.

Each indicator (2-7) is evaluated on a pass/fail basis. All indicators (2-7) must be passed to be deemed responsive. Only BIP Outreach documentation submitted under the bidders name will be evaluated. Therefore, submission by a third party will result in the bidder being deemed non-responsive.

1	LEVEL OF ANTICIPATED MBE, WBE, SBE, EBE, and DVBE PARTICIPATION
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The bidder has performed a BIP Outreach in an attempt to obtain sub-bid/subcontract participation by MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs which could be expected by the Awarding Authority to produce a reasonable level of participation by interested business enterprises, including the MBE, WBE, SBE, EBE and DVBE anticipated percentages set forth on Page 1 herein and to have the bidder meet the subcontracting expectations for the project.

Required Documentation: No documentation is required from the bidder.

2	ATTENDED PRE-BID MEETING
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The bidder attended the pre-bid meeting scheduled by the Project Manager to inform all bidders of the requirements for the project for which the contract will be awarded. This requirement may be waived if the bidder certified it is informed as to those project requirements and has participated in a City-sponsored or City-approved matchmaking event in the prior 12 months.

Required Documentation: An employee of the bidder's company must attend the pre-bid meeting scheduled for this project. Credit may not be given if the employee arrives late or fails to sign the pre-bid meeting attendance roster. This requirement will be waived if the bidder certifies in writing that it is informed as to the BIP Outreach requirements for the project and has participated in a City-sponsored or City-approved matchmaking event in the prior 12 months as is evidenced by the event attendance documents.

Note: If the RFB states that the pre-bid meeting is mandatory, then attendance at the pre-bid meeting is the only way to pass this indicator.

3	SUFFICIENT WORK IDENTIFIED FOR SUBCONTRACTORS
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The bidder has identified the minimum number, as determined by the Awarding Authority, of specific items of work that will be performed by sub-bidders/subcontractors. This will ensure an opportunity for subcontractor participation among MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs.

Required Documentation: Outreach via e-mail in the selected work areas. This outreach must be performed using the BAVN's BIP Outreach system. The outreach must be to potential MBE, WBE, SBE, EBE, DVBE, and OBE sub-bidders/subcontractors that are currently registered on the BAVN. Failure of the bidder to outreach in all of the work areas selected by the City as potential subcontracting work areas may result in the bid being deemed non-responsive.

Note: City staff will access the BAVN and verify compliance with this indicator after the BIP Outreach submission deadline.

4

WRITTEN NOTICES TO SUBCONTRACTORS

All notifications must be provided utilizing BAVN, and made not less than **fifteen (15) calendar days** prior to the date the Prime Bid/Proposal is required to be submitted to the Awarding Authority. In all instances, bidders must document that invitations for subcontracting bids were sent to available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each item of work to be performed.

Required Documentation: E-mail notification in each of the selected work areas to available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each anticipated work area to be performed. The notification must be performed using the BAVN's BIP Outreach system. The notification must be to potential sub-bidders/subcontractors currently registered on the BAVN. If the bidder is aware of a potential subcontractor that is not currently registered on the BAVN, it is the bidder's responsibility to encourage the potential subcontractor to become registered so that the bidder can include them as part of their BIP Outreach. Notifications must contain areas of work selected to be subcontracted, City of Los Angeles project name, name of the bidder, and contact person's name, address, and telephone number. Bidders are required to send notifications to a sufficient number of MBE, WBE, SBE, EBE, DVBE and OBE firms in each work area chosen, as determined by the City. What is considered sufficient will be determined by the total number of subcontractors registered on the BAVN in each specific work area.

The City will determine each work area by the North American Industry Classification System (NAICS) code. The following table shows the sufficient number of MBE, WBE, SBE, EBE, DVBE and OBE subcontractors that need to be notified for each work area.

# of Subcontractors in NAICS Code	% Prime Must Notify	Number Prime Must Notify
1-10	100%	1-10
11-20	80%	9-16
21-50	60%	13-30
51-100	40%	21-40
101-200	25%	26-50
>200	10%	20+

A bidder's failure to utilize this notification function will result in their bid being deemed non-responsive.

Note: Bidders will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the bid submittal deadline. In utilizing the BAVN's notification function, bidders will receive a message if they have failed to outreach to a sufficient number of firms when they go to view their summary sheet. Bidders will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City

will take into consideration the wording and may deem a bidder non-responsive if the wording is perceived to seriously limit subcontractor responses. City staff will access the BAVN and verify compliance with this indicator after the bid submission deadline. In case of technical error, please follow the process for reporting these errors as outlined in Section D.

5

PLANS, SPECIFICATIONS AND REQUIREMENTS

The bidder provided interested sub-bid enterprises/subcontractors with information about the plans, specifications and requirements for the selected sub-bid/subcontracting work.

Required Documentation: Include in Indicator No. 4, information detailing how, where and when the bidder will make the required information available to interested subcontractors. The notification must be performed using the BAVN's BIP Outreach system.

Note: At the time a bidder utilizes the BAVN's BIP Outreach notification function, the required information will automatically be included in the notification. Bidders will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the bid submittal deadline. City staff will access the BAVN and verify compliance with this indicator after the bid submittal deadline.

6

NEGOTIATE IN GOOD FAITH

The bidder has responded to every unsolicited offer sent by a Registered Subcontractor using BAVN and has evaluated in good faith bids or quotes submitted by interested MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Bidders must not unjustifiably reject as unsatisfactory a bid or quote offered by a Registered Subcontractor, as determined by the Awarding Authority. The bidder must submit a list of all subcontractors for each item of work, including dollar amounts of potential work for MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, and a copy of any and all bids or quotes received. This list must include an explanation of the evaluation that lead to the bid or quote being rejected and the explanation must have been communicated to the subcontractor using BAVN.

Required Documentation:

- a) An online Summary Sheet organized by work area, listing the following:
 - the bids and/or quotes received;
 - the name of the subcontractor who submitted the bid/quote;
 - the dollar amount of the bid/quote;
 - a brief reason given for selection/non-selection as a subcontractor;
 - the subcontractor selected for that work area.
- b) Copies of all MBE, WBE, SBE, EBE, DVBE, and OBE bids or quotes must be submitted prior to the bidder being awarded the contract.

The bidder will be given a choice of responses to indicate 1) No Response received; 2) Response

received; but no subcontractor bid submitted; or 3) Submit Bid and include bid amount.

The reasons for selection/non-selection should be included in the notes section of the online Summary Sheet. If the bidder elects to perform a work area with its own forces and they received a sub-bid, they must include a bid that shows their own costs for the work. **All bids received, regardless of whether or not the bidder outreached to the subcontractor, must be submitted and included on the on-line Summary Sheet.** To that extent, the City expects the bidder to submit a bid from each subcontractor listed on the online Summary Sheet. **All potential subcontractors with whom the bidder has had contact outside of the BAVN must be documented on the online Summary Sheet.**

The Summary Sheet must be performed using the BAVN's BIP Outreach system and must be submitted by 4:30 p.m. on the first calendar day following the day of the bid submittal deadline. If a bid is submitted by a sub-bidder/subcontractor that is not registered with the BAVN, the contractor is required to add that firm to their online Summary Sheet. A bidder's failure to utilize the BAVN's Summary Sheet function will result in their bid being deemed non-responsive.

Note: City staff may request copies of all of the bids received from sub-bidders/subcontractors as part of the BIP Outreach evaluation process. Bidders will not be able to edit their Summary Sheet on the BAVN's BIP Outreach Summary Sheet function after 4:30 p.m. on the first calendar day following the day of the bid submittal deadline. City staff will access the BAVN and verify compliance with the summary sheet provision of this indicator after the bid submittal deadline. Contractors are required to have each one of their bid-listed subcontractors registered on the BAVN prior to the bidder being awarded the contract. In case of technical error, bidders must follow the process for reporting these errors as outlined in Section D.

7

BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE

Each notification by the bidder shall also include an offer of assistance to interested potential MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs in obtaining bonds, lines of credit, and insurance required by the Awarding Authority or bidder.

Required Documentation: Include in Indicator No. 4, information about the bidder's efforts to assist with bonds, lines of credit and insurance. The notification must be performed using the BAVN's BIP Outreach notification system.

Note: At the time a bidder utilizes the BAVN's BIP Outreach notification function, the required information will automatically be included in the notification. Bidders will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the bid submittal deadline. Bidders will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a bidder non-responsive if the wording is perceived to seriously limit subcontractor responses or is deemed contrary to the intent of this indicator. City staff will access the BAVN and verify compliance with this indicator after the bid submittal deadline.

The bidders shall submit completed BIP Outreach documentation either via the BAVN's BIP Outreach system or prior to being awarded the contract, as specified for each indicator. The Awarding Authority

in its review of the BIP Outreach documentation may request additional information to validate and/or clarify that the BIP Outreach submission was adequate. Any additional information submitted after the specified deadline will be treated at a higher level of scrutiny and may require third party documentation in order to substantiate. Such information shall be submitted promptly upon request by the Awarding Authority.

E. Award of Contract

The Awarding Authority 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 BIP Outreach requirements. A positive and adequate demonstration to the satisfaction of the Awarding Authority that a BIP Outreach to include MBE, WBE, SBE, EBE, DVBE and OBE subcontractors' participation was made is a condition for eligibility for award of the contract. Contractors are required to have each one of their subcontractors register on the BAVN prior to the award of the contract.

In the event that the Awarding Authority considers awarding away from the apparent low bidder because of the bidder's failure to supply adequate BIP Outreach documentation, the Awarding Authority shall afford the bidder an opportunity to present further evidence to the Awarding Authority prior to a public hearing of the bidder's BIP Outreach.

F. Subcontractors

In addition to the requirements set forth in the provisions pertaining to the listing of subcontractors, the following shall apply for the purpose of this project:

1. All Subcontractors who will be working on the Project shall be approved in writing by the Awarding Authority or its designee prior to any work being performed by said subcontractor, regardless of the dollar amount of work to be performed, and whether or not they were listed in the original bid.
 - A. No other entity, including, but not limited to, the Project Engineer, Program Manager, or Construction Manager, is authorized to grant either initial approval of Subcontractor(s) or Subcontractor substitution(s), unless so designated by the Awarding Authority.
2. Any reduction, increase, or other change to any Subcontract amount without prior approval of the Awarding Authority or its designee 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 the Engineer to add or delete from the original scope of work shall not be subject to a penalty for an Unauthorized Subcontractor Substitution.
 - A. A penalty in the amount of ten (10) percent of the subcontract amount will be assessed for each subcontractor when it is found the Contractor did not pay the entire Bid-listed and/or approved dollar amount of the respective subcontractor and there has been no approval by the Awarding Authority or its designee for a reduction in the subcontract dollar amount.

- B. In the event it is found that the Contractor did not pay any of the Bid-listed and/or approved dollar amount of a subcontract without a change in scope of the original Contract, which resulted in a deletion of the subcontract work, a Change Order to the contract shall be issued deleting the unpaid dollar amount of the subcontract. In addition, the Contractor shall be penalized ten (10) percent of the subcontract amount and the City may impose sanctions as a result of such action.
- 3. 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 or 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.
- 4. Subletting or subcontracting of any portion of the Work with a total value of more than $\frac{1}{2}$ of 1 percent of the Contractor's total original bid, or \$10,000.00, whichever is greater, for which no Subcontractor was designated in the original Bid will be permitted only in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Awarding Authority or its designee setting forth the facts constituting the emergency or necessity.
- 5. All requests for approval of Subcontractors must contain the following information:
 - A. Project Name
 - B. Project Work Order Number
 - C. Subcontractor's Name
 - D. Subcontractor's Business Address
 - E. Subcontractor's Business Phone Number
 - F. Subcontractor's Status (MBE, WBE, SBE, EBE, DVBE, OBE)
 - G. Subcontractor's State of California Contractor License Number
 - H. Subcontractor's City of Los Angeles Business Tax Receipt Certificate Number
 - I. Dollar Amount of Work to be performed
 - J. Description of Work to be performed
- 6. No Bid-listed Subcontractor will be approved for a dollar amount of work less than that specified in the original Bid.
- 7. Failure to obtain approval of the Awarding Authority or its designee in writing prior to each Subcontractor performing work on the project may result in suspension of work by that subcontractor, removal of work performed by the unapproved subcontractor, a penalty of ten (10) percent of the unapproved subcontract amount, and possible sanctions against the contractor.
- 8. 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, and/or 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, for all subcontractors listed.

9. It shall be considered an Illegal Subcontractor Substitution for anyone other than the bid-listed or approved subcontractor(s), including the prime contractor, to perform any portion of the work designated to be performed by said subcontractor without prior approval of the Awarding Authority or its designee. An Illegal Subcontractor Substitution is subject to a penalty of ten (10) percent of the subcontract amount, whether bid listed or not.
10. Failure of the Contractor to request and obtain approval from the Awarding Authority or its designee for a reduction in either a Bid-listed Subcontract amount or the Subcontract amount of a Subcontractor added after the date of the original Bid will result in a penalty of ten (10) percent of the Subcontract amount and possible sanctions against the Contractor.
11. Additional Subcontractors may be added after the time of the original Bid. The dollar value of Work to be performed by any additional subcontractor(s) may not be greater than $\frac{1}{2}$ of 1 percent of the Contractor's original total Bid, or \$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.
 - A. No approval(s) for additional Subcontractor(s) will be granted which will result in the Prime Participation Level falling below that required by the original Contract.

G. Subcontractor Substitution

In addition to the requirements for obtaining approval of all subcontractors prior to their working on the project, the following shall apply regarding substitution of any subcontractor, whether Bid-listed or not, during construction:

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, or if the contractor reduces the dollar amount of any subcontractor without written approval of the Inspector.

All substitutions of Subcontractors, whether bid-listed or approved after the date of the original Bid opening, shall be approved in writing by the Awarding Authority or its designee prior to any Work being performed by the substituting Subcontractor.

Failure to obtain approval for any Subcontractor substitution, regardless of the dollar amount of the work performed, may result in rejection of the affected work, a penalty of ten (10) percent of the subcontract amount, and possible sanctions against the contractor.

There shall be no decrease in dollar value of Work to be performed by Subcontractor(s) approved as a substitute for any Subcontractor, whether Bid-listed or approved after the original date of Bid opening, without a change in scope of the Work to be performed by the originally Bid-listed or approved Subcontractor. Written evidence of a change of scope must be provided by the Engineer prior to approval of a change in dollar value of a Subcontractor either Bid-listed or approved after the original date of Bid opening.

1. A Contractor whose Bid is accepted may not:
 - A. Reduce the dollar amount of any subcontractor without the written approval of the Awarding Authority or its designee.
 - B. Substitute any person as Subcontractor in place of a subcontractor listed in the original bid or approved to work on the project after award, except that the Awarding Authority or its designee, may consent to the substitution of another subcontractor for one of the following situations:
 - a. When the subcontractor listed in the original bid or proposal or approved after award after having had a reasonable opportunity to do so fails or refuses to execute a written contract, when that written contract, based on 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 subcontractor becomes bankrupt or insolvent.
 - c. When the subcontractor fails or refuses to perform its subcontract.
 - d. When the subcontractor fails or refuses to meet the bond requirements of the contractor.
 - e. When the contractor demonstrates to the Awarding Authority or its designee's satisfaction that the name of the subcontractor was listed as the result of an inadvertent clerical error.
 - f. When the subcontractor is not licensed pursuant to the State of California Contractor's License Law to perform the work designated.
 - g. When the subcontractor refuses to obtain a City of Los Angeles Business Tax Receipt Certificate (BTRC).
 - h. When the Awarding Authority or its designee concurs with the contractor that the work being performed by the subcontractor is unsatisfactory and not in substantial accordance with the Contract Documents, or the subcontractor is delaying or disrupting progress of the work.
 - i. When the subcontractor fails to submit an Affirmative Action Plan acceptable to the Awarding Authority.
 - j. When the Awarding Authority determines the subcontractor is not a responsible contractor.
 - C. 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 or approved to perform that portion of work after award, without the consent of the Awarding Authority or its

designee.

- D. 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 1 half of 1 percent of the contractor's total original bid as to which its original bid did not designate a subcontractor.
- 2. A request for substitution of any Subcontractor, whether Bid-listed or not, must be made in writing to the Awarding Authority or its designee, and must include letter(s) of explanation as to the reason for the requested substitution.
- 3. The Contractor shall conduct a BIP Outreach prior to requesting any Subcontractor substitution, regardless of the status (MBE, WBE, SBE, EBE, DVBE, OBE) of the Subcontractor being substituted for.
 - A. The Contractor shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade for which sub-bid/subcontracting work is available, and document the following for submittal to the Awarding Authority or its designee along with all other required documentation:
 - a. The name of the company contacted, the contact person, telephone number, date and time of contact.
 - b. Response for each item of work that was solicited, including dollar amount(s).
 - c. Reason for selection or rejection of each sub-bid prospect.
 - d. In the event the Contractor is unable to find certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE and/or OBE sub-bid prospects (first from the BIP Outreach Summary Sheet, then from other outreach methods) for each trade, the Contractor is advised to contact the Awarding Authority or its designee 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 submitting the following:
 - a. The name of the company for which the reduction in the Subcontract amount is requested and the dollar amount of the requested reduction.
 - b. The reason for the reduction. Specific details of the reason for the requested reduction are required in order for the request to be considered.
- C. All documentation shall be submitted to the Awarding Authority or its designee.

- a. Failure to provide all required information will result in rejection of the Substitution request until such time as all information is submitted.

D. The information required for requesting substitution of any Subcontractor, whether Bid-listed or approved after the original date of Bid opening is:

- a. Project Name
- b. Project/Work Order Number
- c. Original Subcontractor's Name
- d. Original Subcontractor's Business Address
- e. Original Subcontractor's Business Phone Number
- f. Original Subcontractor's Status (MBE, WBE, SBE, EBE, DVBE, OBE)
- g. Letter of withdrawal from original Subcontractor (when applicable)
- h. Letter of explanation from the Prime Contractor stating reason(s) for request
- i. Substituting Subcontractor's Name
- j. Substituting Subcontractor's Business Address
- k. Substituting Subcontractor's Business Phone Number
- l. Substituting Subcontractor's State of California Contractor's License Number
- m. Substituting Subcontractor's Status (MBE, WBE, SBE, EBE, DVBE, OBE)
- n. Substituting Subcontractor's City of Los Angeles Business Tax Receipt Certificate Number (BTRC)
- o. Dollar amount of Work to be performed by substituting Subcontractor
- p. Description of Work to be performed by substituting Subcontractor
- q. BIP Outreach Documentation

4. Penalties:

A Contractor violating any provision(s) of this subsection shall be deemed in violation of the Contract, and the Awarding Authority at its discretion may:

- A. Cancel the Contract.
- B. Assess the Contractor a penalty of not more than ten (10) percent of the amount of the Subcontract(s) involved.

5. Potential Penalties:

At the end of each construction project, before calculation of any actual final subcontracting penalties, the City may withhold as disputed funds 15% of all subcontract(s) that appear to be in violation of any subcontracting provision of the project, and 15% of all subcontract(s) which performed work on the project without, or prior to, approval by the Awarding Authority or its designee.

H. Submittal Documents

1. List of Subcontractors: Bidders will submit with their Bid the List of Subcontractors. The Bidder shall list the name, business address, business telephone, contact person and a

description of work or supplies to be provided by each of the firms which will perform more than $\frac{1}{2}$ of 1 percent, or \$10,000, whichever is greater, of the original Bid amount on the project. This list is considered the bidder's list of subcontractors that will be utilized on the project, and bidders are expected to use the firms, for the total dollar amounts, listed on the List of Subcontractors.

2. Subcontractors/Subcontractor Substitutions: Bidders will be required to submit this form prior to contract award. The bidder shall complete, sign, and submit this form to the Awarding Authority or its designee. A request for this form by City staff should not be construed as a recommendation for award. This form is a summary of the requirements listed under Section F. Subcontractors, and Section G. Subcontractor Substitutions, and does not supersede any of the procedures or requirements listed in those sections.

I. 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.

J. Final Subcontracting Report Submittal

The Contractor must submit the Final Subcontracting Report, attached as page 19, to the Awarding Authority or its designee, within **fifteen (15) calendar days** after the issuance of the Statement of Completion or a request for the report by the Awarding Authority, whichever comes first. Failure to comply may result in the assessment of liquidated damages in the amount of **\$100.00** per day by the Awarding Authority.

SUBCONTRACTORS / SUBCONTRACTOR SUBSTITUTIONS
 (MUST BE SUBMITTED PRIOR TO AWARD OF A CONTRACT)

Project Name TBD

Work Order Number TBD

Contractor TBD

Acceptance by the City of Los Angeles of this Contractor's Bid does not indicate automatic approval of the subcontractor(s) listed in the Bid-proposal.

By acknowledging with the signature of an authorized representative below, the Contractor understands that it must obtain approval for all Subcontractors, at all levels, whether Bid-Listed or not, from the Awarding Authority or its designee prior to the Subcontractor(s) performing any work on this project.

The Contractor understands that no entity other than the Awarding Authority or its designee has the authority to approve either an original request for approval or request for substitution of any subcontractor(s).

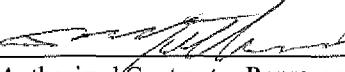
The Contractor further understands that Subcontractors approved for work on any other project for the City of Los Angeles does not constitute approval to work on this project also, and that there are no "blanket approvals" of Subcontractors for this, or any other, project.

The Contractor also understands that it may not substitute any Subcontractor, at any level, whether Bid-listed or not, without the approval of the Awarding Authority or its designee.

The Contractor understands and acknowledges that there may be a penalty assessed of no more than ten (10) percent of the subcontract amount of each Subcontractor for any of the following:

1. Failure to obtain approval for any Subcontractor(s), at any level, whether Bid-listed or not, from the Awarding Authority or its designee prior to the subcontractor(s) beginning work on the project.
2. Performing the work of any subcontractor(s) at any level, whether Bid-listed or not, without the approval of the Awarding Authority or its designee.
3. Reducing the Bid-listed and/or approved dollar amount of work to be performed by any Subcontractor(s), at any level, whether Bid-listed or not, for any reason, without the approval of the Awarding Authority or its designee.
4. Substituting for any Subcontractor(s), at any level, whether Bid-listed or not, without the approval of the Awarding Authority or its designee.
5. Assigning the work of any Subcontractor(s), at any level, whether Bid-listed or not, to anyone other than said Subcontractor, without the approval of the Awarding Authority or its designee.

Darin Matheus
 Authorized Contractor Representative (Print Name)


 Authorized Contractor Representative Signature

4/15/13

Date

FINAL SUBCONTRACTING REPORT

(SUBMIT WITHIN 15 DAYS OF ISSUANCE OF THE STATEMENT OF COMPLETION or WHEN REQUESTED BY THE AWARDING AUTHORITY)

Project Title: TBD

Work Order No.: TBD

Contractor:

Address:

Work Order No.: TBD Contact Name: TBD

Contact Name: TBD

I certify that the above information is complete and correct.



James M. Smith

1

4/15/13

Final Contract \$	Total Cash Allowances Paid to Contractor \$	Final Contract less Cash Allowances Paid to Contractor \$	MSM \$

LIST OF SUBCONTRACTORS

Use pages 1-6 and 1-7 to list subcontractors including manufacturers, truckers and equipment rental companies.

Use page 1-8 to list vendors and/or suppliers and brokers.

To be eligible for award of the project, the Department of General Services, Construction Forces Division requires the bidder to subcontract a minimum of its bid, as discussed in the Mandatory Subcontracting Minimum (MSM) Requirement paragraph on the important Notice page of the Proposal, to any qualified available Subcontractor (s). **Failure to list subcontractors and subcontracting amounts on pages 1-6 through 1-8 with the bid sufficient to meet or exceed the MSM may cause the bid to be rejected by the Department of General Services, Construction Forces Division as non-responsive.**

In accordance with provisions pertaining to the listing of Subcontracts, the bidder shall list herein each first tier Subcontractor to whom it proposes to subcontract portions of the work in an amount in excess of $\frac{1}{2}$ of 1% of the Contractor's total bid or **\$10,000.00**, which ever is greater, and the dollar value of each listed subcontract. However, the bidder must list any additional subcontractor and dollar value to the subcontract, **regardless of amount**, if the bidder wishes to have the subcontract amount credited toward meeting MSM level of participation for this project. **No MBE, WBE, SBE, EBE, or DVBE credit will be given unless the subcontractor and subcontracting amounts are listed on pages 1-6 through 1-8.** Note the following when calculating the pledged levels of participation.

- 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, SBE, EBE, and DVBE levels of participation for this project, unless the vendor and/or supplier manufactures or substantially alters the materials/supplies.
- SBE, EBE, and/or DVBE certified bidders will receive applicable SBE, EBE, and/or DVBE credit for the value of the work to be performed by its own workforce as listed below.

Bidders are encouraged to use MBE, WBE, SBE, EBE, and DVBE firms whenever there is a need to subcontract portions of the work.

Subcontractor Name, Business Address, Telephone Number, and Contact Person	State Contractor's License Number and Exp. Date	Certification Agency and Certification # (1)	Dollar Value of Subcontract
TBD	License Number:	LA CT MTA SCMBDC	\$
	Expiration Date:	MBE WBE SBE EBE DVBE	Expiration Date
			Gender/Ethnicity
Description of work:	License Number:	Bid Item Nos.: LA CT MTA SCMBDC	\$
	Expiration Date:	MBE WBE SBE EBE DVBE	Expiration Date
			Gender/Ethnicity
Description of work:	License Number:	Bid Item Nos.: LA CT MTA SCMBDC	\$
	Expiration Date:	MBE WBE SBE EBE DVBE	Expiration Date
			Gender/Ethnicity

Description of work:

Bid Item Nos.:

(1) Specify Certifying agency:

LA ~ City of Los Angeles, Bureau of Contract Administration

CT ~ State of California, Department of Transportation (Caltrans)

MTA ~ Los Angeles County Metropolitan Transportation Authority

SCMBDC ~ Southern California Minority Business Development Council, Inc. (Rev. 07/19/11)

LIST OF SUBCONTRACTORS (continued)

Subcontractor Name, Business Address, Telephone Number, and Contact Person	State Contractor's License Number and Exp. Date	Certification Agency and Certification # (1)	Dollar Value of Subcontract
To be determined	License Number:	LA CT MTA SCMBDC Cert #	\$
	Expiration Date:	MBE WBE SBE EBE DVBE	Expiration Date
			Gender/Ethnicity
Description of work:		Bid Item Nos.	
	License Number:	LA CT MTA SCMBDC Cert #	\$
	Expiration Date:	MBE WBE SBE EBE DVBE	Expiration Date
			Gender/Ethnicity
Description of work:		Bid Item Nos.	
	License Number:	LA CT MTA SCMBDC Cert #	\$
	Expiration Date:	MBE WBE SBE EBE DVBE	Expiration Date
			Gender/Ethnicity
Description of work:		Bid Item Nos.	
	License Number:	LA CT MTA SCMBDC Cert #	\$
	Expiration Date:	MBE WBE SBE EBE DVBE	Expiration Date
			Gender/Ethnicity
Description of work:		Bid Item Nos.	
	License Number:	LA CT MTA SCMBDC Cert #	\$
	Expiration Date:	MBE WBE SBE EBE DVBE	Expiration Date
			Gender/Ethnicity
Description of work:		Bid Item Nos.	

.) Specify Certifying agency:

LA – City of Los Angeles, Bureau of Contract Administration
 CT – State of California, Department of Transportation (Caltrans)
 MTA- Los Angeles County Metropolitan Transportation Authority
 SCMBDC – Southern California Minority Business Development Council, Inc.

Bidder must photocopy this page if additional subcontractors are to be listed.

LIST OF SUBCONTRACTORS (continued)**VENDOR AND/OR SUPPLIER AND BROKER PARTICIPATION RECOGNITION**

The bidder must list herein names of vendors and/or suppliers and brokers and the dollar amounts for which the bidder has obligated itself to manufacturers on page 1-6 or 1-7).

Vendor/Supplier/Broker Name, Business Address, Telephone number, and Contact Person	Certification Agency and Certification # (1)	Supplier/Broker Subcontract Information
To be determined.....	LA CT MTA SCMBDC	Total Dollar Amount of Subcontract
	Cert#	\$
	MBE WBE SBE EBE DVBE	Dollar Amount Applicable Toward MBE/WBE/SBE/EBE/DVBE/MSM Participation Levels (2) (3)
	Exp.:	
Description of material/service rendered:	Gen./Eth.:	\$
	LA CT MTA SCMBDC	Total Dollar Amount of Subcontract
	Cert#	\$
	MBE WBE SBE EBE DVBE	Dollar Amount Applicable Toward MBE/WBE/SBE/EBE/DVBE/MSM Participation Levels (2) (3)
	Exp.:	
Description of material/service rendered:	Gen./Eth.:	\$
	LA CT MTA SCMBDC	Total Dollar Amount of Subcontract
	Cert#	\$
	MBE WBE SBE EBE DVBE	Dollar Amount Applicable Toward MBE/WBE/SBE/EBE/DVBE/MSM Participation Levels (2) (3)
	Exp.:	
Description of material/service rendered:	Gen./Eth.:	\$

(1) Specify Certifying agency:

LA - City of Los Angeles, Bureau of Contract Administration

CT - State of California, Department of Transportation (Caltrans)

MTA- Los Angeles County Metropolitan Transportation Authority

SCMBDC - Southern California Minority Business Development Council, Inc.

(2) MBE/WBE,SBE/EBE/DVBE/MSM participation credit for a vendor and/or supplier is **LIMITED TO 60%** of the amount paid, unless the vendor/supplier manufactures or substantially alters the materials/supplies. Multiply the "total Dollar Amount of Subcontract" by 0.6 to calculate the "dollar Amount Applicable Toward ...Participation Levels" if applicable.

(3) MBE/WBE,SBE/EBE/DVBE/MSM participation credit for brokers is **LIMITED TO THE FEE OR COMISSION** charged for providing the desired service. Multiply the "Total Dollar Amount of Subcontract" by the broker's commission percentage.

BIDDER'S FAILURE TO ACHIEVE THE MSM PERCENTAGE MAY RESULT IN THE DEPARTMENT OF GENERAL SERVICES, CONSTRUCTION FORCES DIVISION DECLARING THE BID NON-RESPONSIVE.

Irin Matheus / 
NAME & SIGNATURE OF PERSON COMPLETING PAGES 1-6 THROUGH 1-8

General Manager- Fire Division
TITLE

818-459-4401
TELEPHONE NO.

ORDINANCE NO. 181910

An ordinance adding Article 21 to Division 10, Chapter 1 of the Los Angeles Administrative Code establishing a Local Business Preference Program for the City's procurement of goods, equipment and services, including construction, when the contract involves an expenditure in excess of \$150,000.00.

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

CHAPTER I, ARTICLE 21

LOCAL BUSINESS PREFERENCE PROGRAM

Section 1. Article 21 is added to Division 10, Chapter 1 of the Los Angeles Administrative Code to read as follows:

Sec. 10.47. Findings and Purpose.

Pursuant to City Charter Section 371, the City Council hereby adopts a Local Business Preference Program and makes the following findings. The City has a proprietary interest in leveraging, to the greatest extent possible, the millions of dollars it spends yearly contracting with private firms for goods, equipment and services to and for the benefit of the City and its residents. The City has a proprietary interest in leveling the playing field among those entities competing for City contracts, to assure the greatest level of competition possible, to decrease local unemployment, and to increase its revenues. Significant benefits are associated with a Local Business Preference Program. These include an increase in local jobs and expenditures in the local private sector. Preference programs in other jurisdictions have been successful where the business conditions approximate the conditions currently being experienced in the Los Angeles area. For example, preference programs work best where unemployment is high. Unemployment in Los Angeles County is at an historical high. The Los Angeles area also hosts a range of local markets to manage the necessary transportation and logistical support for local contractor services.

Historically, many of the larger cities within the County, especially the City of Los Angeles itself, experience labor costs that are among the highest in the nation. Los Angeles area labor costs are more than 5% higher than the hourly wages in competing neighboring states. Business space in the Los Angeles metropolitan area is even more costly than comparable space in other counties and states. Specifically, average office rents in the Los Angeles area are 40% higher than the national average and almost 30% higher than those in neighboring counties, including San Bernardino and Riverside. On a national level, Los Angeles is one of the ten most expensive places to do business as a result of the local tax and fee structure. All corporations in California are subject to a corporate tax that is among the highest in the nation. These conditions create a very expensive climate in which local businesses must compete. The cost of doing business

in Los Angeles is more than 10% higher than other cities. Local businesses confront cost structures that are weighted much heavier, in terms of labor and costs of doing business, than competitive firms that are located in outlying counties or other states.

This narrowly tailored preference program is fashioned to encourage businesses to compete for City contracting opportunities, to locate operations in the City, and to encourage existing local businesses to refrain from relocating to different, less expensive areas.

Sec. 10.47.1. Definitions.

The following definitions shall apply to this Section:

- A. **"Awarding Authority"** means any Board or Commission of the City, or any employee or officer of the City, except those of departments that control their own funds, authorized to award or enter into any Contract, as defined in this Article, on behalf of the City. The Proprietary Departments and the Departments of Recreation and Parks, Library and the Community Redevelopment Agency are strongly encouraged to adopt local preference programs consonant with the provisions in this Article.
- B. **"Bid"** means any response to a City solicitation for bids pursuant to Charter Section 371.
- C. **"City"** means the City of Los Angeles.
- D. **"Contract"** means a written agreement involving consideration in excess of \$150,000.00 for the purchase of goods, equipment or services, including construction, by or for the benefit of the City or its residents.
- E. **"Contractor"** means the person, business or entity awarded the Contract by the Awarding Authority.
- F. **"County"** means the County of Los Angeles.
- G. **"Designated Administrative Agency," or "DAA,"** means the Department of Public Works, Bureau of Contract Administration.
- H. **"Local Business"** means a business entity that meets all of the criteria established under this Article.
- I. **"Local Subcontractor"** means a subcontractor that meets the same criteria as a "Local Business" as defined in this Article.
- J. **"Proposal"** means any response to a City solicitation for Proposals pursuant to Charter Section 372.

Sec. 10.47.2. Qualified Local Business.

A Local Business for purposes of this Article must satisfy all of the following criteria, as certified by the DAA:

A. The business occupies work space within the County. The business must submit proof of occupancy to the City by supplying evidence of a lease, deed or other sufficient evidence demonstrating that the business is located within the County.

B. The business must submit proof to the City demonstrating that the business is in compliance with all applicable laws relating to licensing and is not delinquent on any Los Angeles City or Los Angeles County taxes.

C. The business must submit proof to the City demonstrating one of the following:

(1) The business must demonstrate that at least 50 of full-time employees of the business perform work within the boundaries of the County at least 60 percent of their total, regular hours worked on an annual basis, or;

(2) The business must demonstrate that at least half of the full-time employees of the business work within the boundaries of the County at minimum of 60 percent of their total, regular hours worked on an annual basis; or

(3) The business must demonstrate that it is headquartered in the County. For purposes of this Article, the term "headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the County.

Sec. 10.47.3. Provisionally Qualified Local Business.

A business that has not yet established operations in Los Angeles and therefore is unable to qualify under the terms of Section 10.47.2 may, as an alternative, qualify as a Local Business on a provisional basis if the Contractor satisfies all of the following criteria, as certified by the DAA:

A. The proposed Contract between the Contractor and the City involves consideration valued at no less than \$1,000,000 and has a term of no less than three years;

B. The Contractor can demonstrate that the Contractor is a party to an enforceable, contractual right to occupy commercial space within the County and its occupancy will commence no later than 60 days after the date on which the

Contract with the City is executed. The Contractor must demonstrate proof of occupancy or an enforceable right to occupancy in the County by submitting to the City a lease, deed or other sufficient evidence; and

C. The Contractor can demonstrate that, before the Contractor is scheduled to begin performance under the Contract with the City, the Contractor will satisfy the requirements of Subsection C of Section 10.47.2. The Contractor must demonstrate proof of ability to satisfy the requirements of Subsection C of Section 10.47.2 by submitting to the City a business plan or other evidence deemed sufficient by the DAA.

Sec. 10.47.4. Local Business Preference.

Awarding Authorities shall grant an eight percent Local Business Preference to Local Businesses for Contracts involving consideration in excess of \$150,000.00. This Article is not adopted in the City's regulatory capacity.

Sec. 10.47.5. Application of The Preference to Bids And Proposals.

The Local Business Preference shall be applied to Bids and Proposals in the Following Manner:

A. When applying the Local Business Preference to a Bid, the Awarding Authority shall apply the preference to the Bid price solely for Bid evaluation purposes such that the total price bid by a Local Business shall be reduced by eight percent of the amount bid by that Local Business, and the reduced Bid amount shall be deemed the amount bid by that bidder. The Contract price shall in all events be the amount Bid by the successful bidder awarded the Contract.

B. When applying the Local Business Preference to a Proposal, the Awarding Authority shall apply the preference in the form of additional points to the Proposal's final score such that the score awarded to a Proposal submitted by a Local Business is increased by eight percent of the total possible evaluation points.

Sec. 10.47.6. Local Subcontractor Preference.

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

Sec. 10.47.7. Application of the Local Subcontractor Preference.

The Local Subcontractor Preference shall be applied to Bids and Proposals in the following manner:

A. When applying the preference to a Bid, the Awarding Authority shall provide a one percent preference, up to a maximum of five percent, to the Bid price for every ten percent of the cost of the proposed work to be performed by the Local Subcontractor or Local Subcontractors.

B. When applying the Local Subcontractor Preference to a Proposal, the score awarded by the Awarding Authority to the Proposal submitted shall be increased by one percent of the total possible evaluation points, up to a maximum of five percent, for every ten percent of the total cost of the proposed work under the contract to be performed by a Local Subcontractor or Local Subcontractors; provided that each Local Subcontractor, the work of the Local Subcontractor and the cost of the work of the Local Subcontractor are specified clearly in the Proposal.

Sec. 10.47.8. Additional Requirements.

The preferences authorized under this Article shall be subject to the following additional requirements:

(1) The preferences awarded for services shall be applied only if the services are provided directly by the Local Business or Local Subcontractor using employees whose exclusive, primary working location is in Los Angeles County;

(2) The preferences awarded for equipment, goods or materials shall be applied only if the Local Business or the Local Subcontractor substantially acts as the supplier or dealer, or substantially designs, manufactures or assembles the equipment, goods or materials, at a business location in Los Angeles County. As used in this Section, "substantially" means not less than two thirds of the work performed under the Contract must be performed, respectively, by the Local Business or Local Subcontractor;

(3) The maximum Bid or Proposal preference shall not exceed one million dollars for any Bid or Proposal;

(4) The preferences applied pursuant to this Article shall be utilized solely for the purpose of evaluating and selecting the Contractor to be awarded the corresponding Contract. Except as provided pursuant to Section 10.47.9, the preference points shall in no way lower or alter the Contract price, which shall in the case of a Bid reflect the amount Bid by

the successful Local Business before the application of preference points or, in the case of a Proposal, reflect the amount proposed by the Local Business in the Proposal before the application of preference points;

(5) This Article neither creates a right to receive a Bid or Proposal preference, nor the duty to grant a Bid or Proposal preference;

(6) An Awarding Authority may, at anytime before the award of a Contract, determine that it is not in the City's best interest to grant a Bid or Proposal preference and award the Contract to the bidder or proposer eligible for the award without consideration of the provisions of this Article; and

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

Sec. 10.47.9. Effect of Failure to Maintain Status as Local Business.

A. If for any reason the Contractor fails to qualify as a Local Business for more than 60 days during the entire term of the Contract, the Awarding Authority shall be entitled to withhold or recover funds from the Contractor in an amount that represents the value of the Bid or Proposal Preference.

B. If for any reason the Local Subcontractor, providing the basis for a Local Subcontractor Preference, is unable to, or does not, perform the work under the Contract; the Contractor shall, within 60 days, replace that Local Subcontractor with another Local Subcontractor. If the Contractor is unable to replace the Local Subcontractor specified in the Contract with another Local Subcontractor within 60 days, the Awarding Authority shall be entitled to withhold or recover funds from the Contractor in an amount that represents the value of the Bid or Proposal Preference.

C. For purposes of determining the value of the Bid or Proposal Preference in Subsections A and B herein, the Awarding Authority may withhold or recover the difference in Bid or Proposal price between the Contractor's Bid or Proposal and the Bid or Proposal of the next most competitive Bid or Proposal that did not receive the award of the Contract by the Awarding Authority. In addition, the Awarding Authority may withhold or recover the amount representing any other additional cost or detriment to the City from the Contractor's failure to maintain the Contractor's status as a Local Business for more than 60 days during the term of the Contract.

D. If a Contractor fails to maintain the Contractor's status as a Local Business for more than 60 days during the term of the Contract, as specified in Subsection A and B herein, the failure is subject to recording and reporting requirements as specified under Articles 13 and 14, Chapter 1, Division 10 of the Los Angeles Administrative Code (Contractor Performance Evaluation and Contractor Responsibility Ordinance.)

E. The remedies available to the City under this Subsection are cumulative to all other rights and remedies available to the City.

Sec. 10.47.10. Administration.

The Department of Public Works, Bureau of Contract Administration is the Designated Administrative Agency (DAA) with regard to this Article and shall have the authority to coordinate the administration of this Article. The DAA shall make determinations regarding whether a business qualifies as a Local Business, a Provisionally Qualified Local Business or Local Subcontractor. The DAA shall have broad discretion to promulgate rules to implement and supplement this Article. The DAA may audit Contractors and Subcontractors and monitor compliance, including the investigation of claimed violations.

Sec. 10.47.11. Timing of Application.

The provisions of this Article shall apply to all competitive Bid or Proposal contracts for which solicitations are issued after the effective date of the ordinance adopting 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 for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; 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 OCT 14 2011.

JUNE LAGMAY, City Clerk

By _____ Deputy _____

Approved


Peter Shumlin
Mayor

Approved as to Form and Legality:

CARMEN A. TRUTANICH, City Attorney

By Laurel L. Lightner
LAUREL L. LIGHTNER
Assistant City Attorney

Assistant City Attorney
Date October 4, 2011

File No. 11-1673



City of Los Angeles

Department of General Services
Construction Forces Division

BID SPECIFICATION SUMMARY

**Provide and/or Install
Fire Life Safety Systems
And Alarms II**

IFB# 0228201300

I. Introduction

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 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).

CFD will function as the Prime (or General) Contractor for projects awarded pursuant to these contracts. 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.

This contract will be for the exclusive use of GSD only. Any cooperative agreement between any other departments or agencies shall be prohibited, unless GSD approves the agency's request for usage of the contract.

This "Invitation for Bid" is being released for the purpose of pre-qualifying up to five (5) contractors to provide and/or install fire life safety systems and alarms to support the GSD's Construction Forces Division (CFD) on projects on an "as needed" basis. After the contractor is pre-qualified, a copy of the plans, specifications and/or manuals for each project will be provided to the pre-qualified contractor. The pre-qualified contractor will provide a quote for each project. The pre-qualified contractor 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 regarding the IFB will be provided on the City's Business Assistance Virtual Network (BAVN). The solicitation shall in no way be construed as a contract or request to perform work. If GSD selects a bidder pursuant to the IFB, any legal rights and obligations between the successful bidder, if any, and GSD will come into existence only when an agreement is fully executed by all parties and the legal rights and obligations of each party shall at the time be only those rights and obligations which are set forth in the agreement and any other documents specifically referred to in that agreement.

All expenses incurred in preparing and submitting a bid is the sole responsibility of the bidder. Each bidder submitting a bid in response to this bid agrees that the preparation of all materials for submittal to GSD and all presentations are at the bidder's sole cost and expense. In addition, each bidder agrees that all documentation and materials submitted in response to this bid shall remain the property of GSD. Subject to the California law relating to access to public records, GSD may be required to publicly disclose all submitted information and materials to third parties requesting such information.

GSD reserves the right to alter the selection process in any way, to withdraw the IFB, to deem the bids as non-responsive, to postpone the selection process for its own convenience at any time, to waive any defects in any submission, to issue a new IFB any time or to hire any contractor it deems appropriate at its sole and absolute discretion within a IFB evaluation.

Scope of Work

After pre-qualified contractors are selected, the City will conduct bidding activities on an "as-needed, job-by-job" basis. Each City job (with the exception of emergencies) will have a job walk with the authorized City representative and representative(s) from the pre-qualified contractors, using a written scope of work prepared by an authorized City representative. Each City job shall be awarded to the lowest responsive and responsible bidder furnishing satisfactory security for performance and complying with specifications to provide and/or install, design, test and program various types of fire alarms systems and/or fire life safety systems as indicated per project specifications, provide shop drawings and engineering, monitoring, testing and scheduling inspections, assist with pre-testing, final testing, acceptance testing, Regulation 4 testing, etc., as required, programming and commissioning for entire system maintain, repair and/or modify existing fire alarm systems, replace existing devices and/or systems with new addressable devices to comply with current codes, provide training, consultant services and 24 hour on-call technical support, and provide fire-watch services. Contractors will provide all equipment that may be needed to move City equipment. The Contractor will provide labor, supervision, equipment, and all incidentals required to perform the work. 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-award meeting when the Contractor submits a proposed work schedule.

Personal Qualifications

- A. Contractor shall have a minimum of five (5) years experience in providing and/or installing fire life safety systems and alarms. The business should also be in existence for at least a period of five (5) years. 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 must have some 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 project or contract managers for whom the applicable services (1) are currently being provided, or (2) have been provided.

- C. Contractor shall provide information on key employees. Information shall consist of name, title, years experience, current licenses and/or certifications, and any other pertinent information.
- D. Contractor shall provide information on equipment. Information shall consist of a list of equipment with year and model. The City may perform a site visit of Contractor's facility to verify the accuracy of the equipment list provided. The City reserves the right to inspect the Contractor's (or any Subcontractor's) equipment for the purpose of verifying that the Contractor has adequate resources to perform any work per a required schedule.

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.

Licenses and Qualifications

The Contractor is required to be licensed through the State Contractors Licensing Board for the appropriate classification. License 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: Standard Specifications for Public Works Construction (green book), City of Los Angeles, Building Codes, Cal/OSHA, the Air Quality Management District (AQMD), and all other applicable regulations.

The Contractor shall acquire and maintain in effect during the entire term of the contract all licenses, permits, etc., required for performance of all services under this agreement.

Supplement Information Related to the IFB Process

GSD will not in any event be liable for any pre-contractual expenses incurred by the bidding firm. The bidding firm shall not include such expenses as a part of the price proposed in response to this IFB. Pre-contractual expenses are defined as expenses incurred by the bidder in (1) preparing the bid; (2) submitting and delivering the bid to CFD; (3) discussing and/or negotiating with CFD on any matter related to this IFB; or (4) any other expenses incurred by the bidder prior to the date of award, if any of a proposed contract.

Contractor Selection Process

The Department of General Services will select the lowest most responsive, responsible pre-qualifying five bidders meeting specifications. The five bidders must also meet the requirements in the following categories in order to be responsive and responsible:

- Submission of the complete IFB
- Completed and in compliance with all legal and administrative requirement which includes:

- Contractor Signature and Affidavit Page
- Contractor Governmental Project Reference Sheet
- Contractor Key Employee Reference Sheet
- Subcontractor's Declaration of Compliance
- Subcontractor Information Form
- Non-Discrimination In Employment And Prevailing Wage Rates
- 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
- Slavery Disclosure Ordinance Affidavit
- Contractor Code of Conduct
- Information Release Form
- Reporting Requirements for After Award of Contract
- Contractor Evaluation Program
- Certification Regarding Drug Free Workplace Act Requirements
- Federally Assisted Projects Equal Employment Opportunity Officer Form
- Debarment and Suspension Certification
- Certification With Regards to the Performance of Previous Contracts
- Certification of Non-Segregated Facilities
- List of Subcontractors
- Bidder Contributions CEC Form 55
- Bidder Certification CEC Form 50

- Principal(s) of the company is/are holds an active license issued by the California State License Board as specified by the IFB at the time the bids are due.
- Company responding to the IFB has a minimum of five (5) years experience providing and/or installing fire life safety systems and alarms at the time the bids are due.
- Properly executed signature pages, notarized and signed by officer(s) of the company
- Pass the Business Inclusion Program (BIP) Outreach Process (formerly the MBE/WBE/OBE Subcontractor Outreach Program)
- Submitted a complete Schedule of Work and Prices
- Provided proof and evidence of proper insurance and bonds as outlined in the IFB

Protest and Appeal Process

1. Appeal Rights

The City will notify all bidders of the results of the bids received and their rights to file an appeal. Bidders may appeal procedural issues only.

2. Letter of Appeals

Appeals shall be hand-delivered to CFD located at Piper Technical Center, Space 150C no later than five (5) business days (excluding Fridays and City Holidays) of receiving notification of the results of the IFB. Bidders may file an appeal by submitting a written request and identifying the specific reason for the appeal to:

**Nick Pendorf, Building Const & Maint General Supt
IFB Appeal – (Write in Title of IFB)
The Department of General Services, Construction Forces Division
111 E. First Street Room 610
Los Angeles, CA 90012**

Written appeals may not be more than three (3) typewritten pages and shall request an appeals review be granted. Written appeals must include the following information:

- b. The name, address and telephone number of the bidder.
- c. The title/name of the IFB in which the appeal is for.
- d. A detailed statement of the grounds and any evidence, if necessary, for the appeal.

Written appeals may not include any new or additional information that was not submitted with the original bid. Only one appeal per bid will be permitted. All appeals and protests must be submitted within the time limits set forth in the above paragraphs.

3. Review Panel

A panel composed of selected City staff will review the appeal for the IFB. The decision of the panel will be CFD's final recommendation.

4. Disclaimer

The City is not responsible for representations made by any of its officers or employees prior to the approval of an agreement by GSD unless such understanding or representation is included in the IFB or in subsequent written addenda. The City is responsible only for that which is expressly stated in this solicitation document and any authorized written addenda thereto.

II. General Bidders Required Forms and Conditions

Contractor Responsibility Ordinance

Every type of bid let by the City is subject to the provisions of the Contract Responsibility Ordinance Section 10.40 et seq. of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, unless exempt pursuant to the provisions of the Ordinance.

The Ordinance requires that all bidders complete and return, with their bid, the responsibility questionnaire included in this bid, signed under penalty of perjury. Failure to return the completed questionnaire may result in the bidder being deemed non-responsive.

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

Pursuant to the Ordinance, by executing a contract with the city, the contractor pledges, under penalty of perjury, to comply with all applicable Federal, State and local laws in performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. Further, the Ordinance, requires each contractor to: (1) notify the awarding authority within thirty calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor is not in compliance with Section 10.40.3 (a) of the Ordinance and (2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated Section 10.40.3 (a) of the Ordinance.

Equal Benefits Ordinance

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

All Bidders shall complete and upload, the Equal Benefits Ordinance Affidavit (two (2) pages) available on the City's BAVN at www.labavn.org prior to the award of a City contract, the value of which exceeds \$5,000. The EBO Affidavit shall be effective for a period of twelve months from the date it is first uploaded onto the City's BAVN. Bidders do not need to submit supporting documentation with their bids. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the EBO Affidavit.

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

Americans With Disabilities Act

Any contract awarded pursuant to this bid shall be subject to the following:

The Contractor/Consultant hereby certifies that it will comply with the Disabilities Act 42, U.S.C. Section 12101 et. seq., and its implementing regulations. The Contractor/Consultant 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 Disabilities Act. The Contractor/Consultant 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 the Contractor/Consultant, relating to this Contract, to the extent allowed hereunder, shall be subject to the provision of this paragraph.

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 therefor, 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 noncompensable extension of time.

The Contractor shall only be entitled to a noncompensable 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 noncompensable 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.

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 therefor 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.

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 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.

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:

- 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.

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 therefor. 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 therefor. 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
TRL Systems Inc (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,
- 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: TBD

Name: TBD

Title: TBD

Company: TRI SYSTEMS INC

Date: 4-15-13

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)

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 therefor 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.

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



**DEPARTMENT OF GENERAL SERVICES
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	Abutment
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

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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	Nonreinforced 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 reverse 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

GSD/ CFD Master General Requirements

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

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
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
WCSSI	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.

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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)

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 RESPONSIBILITY

- 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

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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.

GSD/ CFD Master General Requirements

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)

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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 therefor. 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

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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.

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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

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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).

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 therefor. 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

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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 prospective 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.

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B. 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.

1.

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.

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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

- 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 State 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

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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)

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.

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- 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 subcontractors 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.

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- 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.

- 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 noncertified 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

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 uninspected Work cannot be uncovered, such as in concrete cast over reinforcing steel, all such Work shall be subject to demolition, removal,

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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.

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- 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

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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.
- 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 least one Reasonably Available Control Measure (RACM) for each potential source of fugitive dust. Do not cause or allow particulate matter to exceed 50mg/m³ 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.

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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.

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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 CONTRACTOR 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.

(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

GSD/ CFD Master General Requirements

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 manner 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 clearing waste. Calculations can be done by weight or 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 is not 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**

GSD/ CFD Master General Requirements

- 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.

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- 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 to 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 be in 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.
- 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.

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 of 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

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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.

(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.

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- 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,
- 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.

GSD/ CFD Master General Requirements

- 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)

CITY OF LOS ANGELES
DEPARTMENT OF GENERAL SERVICES
CONSTRUCTION FORCES DIVISION
PROVIDE FIRE LIFE SAFETY SYSTEMS AND ALARMS II

IFB# 0228201300

REQUEST FOR INFORMATION (RFI)

April 2, 2013

Question 1:

Since this is not a bid for a specific project, what specifically are we to do with the BIP Program. We are not actually asking for a quote for anything are we?

Answer 1:

The Business Inclusion Program (BIP) is design to outreach to minority businesses as well as to subcontract. Prime contractors may request pricing for particular area they might need to subcontract out, but if you choose to self-perform a work area in which you received a bid/quote, you must submit a quote for doing the work yourself (self-quote) so that we can compare the two.

Question 2:

If we could offer our labor rates under a GSA schedule, would that be considered for this, or create a benefit for our company?

Answer 2:

If GSA rates are above current prevailing wages, then it can be done under the GSA schedule. Otherwise, rates have to be prevailing wages, no exceptions.

Question 3:

Do we need to provide BIP under each category WBE, MBE, SBE, EBE, DVBE as the goals state is this only for a specific business type?

Answer 3:

The Business Inclusion Program (BIP) is designated per bid. Each category must be fulfilled as per the requirements.

Question 4:

What is the classification of this project as far as NAICS so that we know the number of business we must reach?

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH PROPOSAL

Answer 4:

The following table shows the number of businesses that your company needs to outreach to:

Description	DBE	DVBE	EBC	LBE	MBE	SBE	SLB	WBE
Water and Sewer Line and Related Structures Construction	31	2	8	38	38	17	15	21
Electrical Contractors	31	5	1	19	50	13	13	10
Plumbing, Heating, and Air Conditioning Contractors	20	4	0	12	26	7	15	6

Question 5:

Is anyone available to review a bid prior to sending it in so that we know we have covered everything?

Answer 5:

The Contract Unit is available to review all documents prior to the bid opening date with the exception of pricing. Final bid submission must be in a sealed envelop.

All other terms and conditions remain the same.



Gia K. Pa, Contract Administrator
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 Gia.k.pa@lacity.org

CITY OF LOS ANGELES
DEPARTMENT OF GENERAL SERVICES
CONSTRUCTION FORCES DIVISION
PROVIDE FIRE LIFE SAFETY SYSTEMS AND ALARMS II

IFB# 0228201300

Addendum 3

REQUEST FOR INFORMATION (RFI)

April 2, 2013

Question 1:

On page 10, are rows 6 through 20 required to be filled in for the pre-qualification?

Answer 1:

Yes, they will be a factor in the pre-qualifying of the five contractors as well as prevailing wages participation.

Question 2:

Per page 47, are there city employees that we will be required to add to our payroll or higher?

Answer 2:

No, Ordinance 172349 referenced on page 47, is for service contracts. The Fire Life Safety Systems and Alarms bid is a Construction Contract.

Question 3:

Per pages 39 and 40, particularly page 40, paragraph (b), infers that we will be required to hire the employees of the previous contractor should we take over services at a location. Can you please clarify?

Answer 3:

Ordinance 171004, page 37-44 is for contracts that provide a service intended for providing goods to the residents of the City of Los Angeles, and were hired to provide them "financial assistance and funding to others for the purpose of economic development or job growth". Although this Ordinance is part of the contract, it does not reflect Construction Services. This is a specialty contract. We are not providing companies with city employees. This is a per-project contract and not a service contract.

Question 4:

Page 51, this page is geared toward the subcontracts, is it required for the pre-qualification?

IMPORTANT: THIS DOCUMENT MUST BE SUBMITTED WITH PROPOSAL

Answer 4:

All pages are required to be filled out to the best of the Prime contractors ability. Page 51 will be filled out once a project is awarded to one of five qualified contractors.

Question 5:

Per page 112, is the small business preference considered toward the Pre Qualifications?

Answer 5:

No, the Fire Life Safety Systems Alarms Contracts has a projected estimated value of 5 million dollars over the length of three (3) years. The Small and Local Business Enterprise (SLBE) is beneficial only on bids of less than \$100,000.

Question 6:

Per page 139, is the local business preference considered toward the labor rates in the Pre Qualification?

Answer 6:

No, the Local Business is not taken into account for pre-qualifications; they are taken into consideration after being awarded the annual contract, if the Contractor meets the written criteria.

Question 7:

Pages 135, 136 does the BIP outreach program take the place of these forms?

Answer 7:

No, the BIP is reviewed by the Contract Compliance Department. They review the BIP and determine if the contractor has outreached out to sub-contractors.

Question 8:

Pages 49 to 52 refer to receiving financial assistance in discrete donations, would a service contract for testing be considered as a financial assistance?

Answer 8:

Only if the financial assistance is being paid by the City of Los Angeles for economic development or job growth opportunities and fall under the IRS code 1954 as stated in Ordinance 172843

Question 9:

Page 11 Cash discounts offered for payments less than 25 days will not be considered by the City when evaluating bids, does that mean that cash discounts for payment between 29 and 26 days will be considered?

Answer 9:

Yes, payment discount offered 25 days and above will be considered when evaluating bids.

Question 10:

Page 82 asks me to download documents it says are available on the website, but I can't find them. Where are these forms and the other forms similarly listed as available on www.LABAVN.org?

Answer 10:

The following forms are found under your profile page on the www.labavn.org website:

- Affirmative Action
- Equal Benefits Ordinance
- Non-discrimination/Equal Employment Practices Provisions
- Slavery Disclosure Ordinance

The website also provides a manual as to how to upload necessary documents.

Question 11:

Page 14 references jobs for any government agency. What about the University of California or city college?

Answer 11:

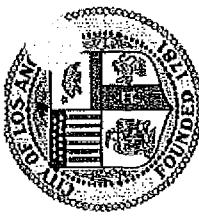
Government agencies refer to State, city and local government projects. Yes, University of California and City Colleges would be considered as government projects.

All other terms and conditions remain the same.



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Gia.k.pa@lacity.org

**DEPARTMENT OF GENERAL SERVICES
CONSTRUCTION FORCES DIVISION
PRE-BID MEETING SIGN-IN SHEET**



DATE: February 28, 2013 at 9:30 am

CONTRACT: Provide and/or Install Fire Life Safety Systems and Alarms

PURPOSE: Pre-Bid Conference

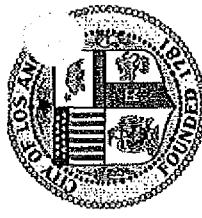
IFB #: 0228201300

SITE: Piper Technical Center Conference Room

**** PLEASE FILL OUT COMPLETELY AND PRINT LEGIBLY ****

TIME	PRINT NAME	COMPANY	YOUR TITLE	PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS
9:05	John Farago	Minco Const.	Supervise for New Equipment	(310) 516-8100	(310) 516-7404	raffit@mincocons traction.com
9:15	N. Mitrakopian	MASTERS CONTRACTORS	MANAGER	918500-0971	918500-0880	masters@masters.com
9:15	Robert Abolian	AXIS CONST	Super. Engr	(818) 345-9291	(818) 345-9384	
9:15	Israel Jackson	Regency Fire	Sup.	818-982-0126	818 982 0452	Israel@Regencyfire.com
9:15	Ash Combs	Red Hawk Fire	Project Manager	562-331-9187	860-660-9814	Ashley Combs @ Red Hawkus.com
9:15	Don Hazzard	First Fire Systems	Sales	323 965-6500	323 965-2700	don@firstfiresystems.com
9:20	Debra Poyer	JAM Corp.	Subas	626-256-4900	626 256-4901	dean.fire@jamfire.com
9:20	Debra Mattoos	TRZ Systems	General Manager	818 599-2095	800 266-1372	debraus@trzsystems.com
9:20	Allen Zadeh	Axis Construction	P.M.	818-545-9292	(818) 545 9384	allen_zadeh@axisconstruction.com
9:20	Jon Cornwall	A.I.D.	Sales	(818) 951-0100	(818) 951-0100	jon@fire.com

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TIME	PRINT NAME	COMPANY	YOUR TITLE	PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS
9:25	EUGENE BELWITZON	THE LIGHTHORN CORPORATION	1001 W. 10th Street / PIPE FITTER	848-323-661-1565	323-665-422-78	firestrikers@comcast.net
9:25	MARIO GUERRERO	COSCO FIRE PROTECTION	SALES ENGINEER	714 989-1800	939-1616	mguerrero@coscofire.com
9:34	MATTHEW OSER	BERGERELECTRIC SYSTEMS	PROTECT MANAGER	619 222 760 1003	740 4886	moser@bergerelectric.com
9:35	Seth Kozlik	TRL Systems	Sales	909-359-3445	800-269-1372	skozlik@TRLSystems.com
9:25	Kevin McCarrick	ONCEA FIRE PROTECTION	CEO / Pres	626-394-3632	626-930-9212	kmccarrick@JUFFSI.com
9:25	Greg Risius	National Fire Safe	operations manager	714-895-4543	714-892-7313	west@nf-s.com
9:35	ED WILSON	Dynamic Fire Protection	(323) 721-1000 713 500 0045	(323) 721-1000 713 500 0045	713 500 0045	1611 Orange St 1/12 OP. 9000 F
9:40	MARK ROSEN	AFP, INC.	VP	914-901-7140	818-901-2653	mark@preprot.com
9:40	CHRIS R. KUNZE	DesignFire	Owner	310 666 7722	—	maisonfire@yahoo.com
9:40	BARRY WILLIS	All Systems Fire Protection	GM	818-340-0600	818-340-9644	bwillis@allsystemsfire.com