

**BOARD OF
BUILDING AND SAFETY
COMMISSIONERS**

MARSHA L. BROWN
PRESIDENT

VAN AMBATIELOS
VICE-PRESIDENT

VICTOR H. CUEVAS

HELENA JUBANY

ELENORE A. WILLIAMS



DEPARTMENT OF
BUILDING AND SAFETY
201 NORTH FIGUEROA STREET
LOS ANGELES, CA 90012

ANDREW A. ADELMAN, P.E.
GENERAL MANAGER

RAYMOND CHAN
EXECUTIVE OFFICER

REQUEST FOR BIDS NO. 2008SD0008 SINGLE-SITE DEMOLITION BID SPECIFICATIONS

**THE CITY OF LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY (LADBS)
INVITES ALL INDIVIDUALS OR COMPANIES WHICH MAINTAIN A VALID C-21 LICENSE
WITH THE STATE OF CALIFORNIA TO SUBMIT A BID TO CONTRACT WITH THE CITY
FOR THE DEMOLITION AND REMOVAL OF THE STRUCTURES AT THE FOLLOWING
LOCATIONS:**

JOB WALK TUESDAY, SEPTEMBER 9, 2008			
JOB ADDRESS	COUNTY ASSESSOR NO. (AIN)	DESCRIPTION OF STRUCTURE	TIME
4176 North Toland Way	5472-013-024	625 square foot, single- family dwelling, single story	10:00 a.m.
1732 North Westerly Terrace	5431-036-032	1,482 square foot, single- family dwelling, two story	12:00 p.m.

**THIS BID SPECIFICATION INCLUDES INSTRUCTIONS TO BIDDERS FOR
SUBMITTING THEIR BID AND A DESCRIPTION OF THE SCOPE OF WORK**

**BIDS ARE TO BE RECEIVED:
ON OR BEFORE SEPTEMBER 24, 2008 AT 10:00 A.M.
AT 201 NORTH FIGUEROA STREET, SUITE 1080, LOS ANGELES, CA 90012**

Table of Contents

RFB NO. 2008SD0008

<u>SECTION 1 – INTRODUCTION</u>	1
<u>SECTION 2 – DEFINITIONS</u>	1
<u>SECTION 3 – SCOPE OF WORK</u>	2
1. Term	2
2. Location of Work	2
3. General Scope of Work	3
4. Site Investigation and Work Determination	3
5. Operation Facilities	3
6. Methods of Demolition, Removal of Debris, and Repair	4
7. Inspection	5
8. Defective Work	6
9. Permits and Licenses	6
10. Building Regulations	6
11. Storage of Materials at Site	6
12. Salvageable Materials and Equipment	6
13. Recycle Materials Resulting from Demolition	6
14. Hazardous Waste	6
15. Grading.	7
16. Repair of Damage	7
17. Final Cleanup	8
18. Services to be Provided by City	8
<u>SECTION 4 – INSTRUCTIONS TO BIDDERS</u>	8
1. Job Walk	8
2. Location, Date, Time, and Method of Submitting Bids	8
3. Number of Bids Required to be Submitted	9
4. Bid Opening	9
5. Bidder Responsibility	9
A. General	9
B. Noncompliance with Bid Specifications	9
C. Cost of Work	9
D. Work Completion Date	10
E. Business Tax Registration Certificate (BTRC)	10
F. Signatures Required on Bid	10
G. Bid Surety Bond or Check Accompanying Bid	10
H. Non-Collusion Statement (Mandatory)	11
I. Contractor References	11
J. Years in Business	11
6. No Bid Statement	11
7. Discontinue Bid Notification	11
8. Cost of Preparing Bid and Participating in Bid Process	11
9. Changes to Bid Specifications	11
10. Right to Reject Bids	12
11. Bid Expiration	12
12. Bid Appeal	12

Table of Contents

RFB NO. 2008SD0008

SECTION 5 – GENERAL TERMS AND CONDITIONS	12
1. Contract Execution	12
2. Commencing and Completing Work	12
3. Payment Information	13
4. Bonds for Faithful Performance and for Payment of Labor, Materials, and Supplies	13
5. Additional Sureties	14
6. Insurance Requirements	14
7. Compliance with Laws	15
8. Cooperation with Others	16
9. Los Angeles Residence Information	16
10. City of Los Angeles Contract History	16
11. Past Failure to Complete Work Awarded	16
12. Litigation	17
13. Proposed Subcontractor Information	17
14. Property of City/Proprietary Material	17
15. Addenda	17
16. Execution of Contract	17
17. Amendment/Modifications/Change Orders	18
18. Prime Contractor	18
19. Responsibility for Work	18
20. Replacement of Contractor’s Staff	18
21. Authority of Superintendent	18
SECTION 6 – CONTRACT PROVISIONS AND CERTIFICATIONS	18
1. Standard Provisions for City Personal Services Contracts (Rev 10/03)	19
2. Indemnification Requirements for Contractors	19
3. Care and Custody	19
4. Inspections and Audits	19
5. Construction of Provisions and Titles Herein	19
6. Independent Contractor	19
7. Prohibition Against Assignment or Delegation	20
8. Subcontracting	20
9. Methods and Application	20
10. Notices	20
11. Contract Changes, Additional Work, and Work Order Cancellations	21
12. Work by City or Others	21
13. Liquidated Damages	21
14. Contract Default	22
15. Contract Termination/Suspension	23
16. Nondiscrimination Requirements	24
17. Affirmative Action Program	25
18. Minority (MBE), Women (WBE) and All Other (OBE) Business Enterprises	26
19. Workforce Information	26
20. Living Wage Ordinance and Service Worker Retention Requirements	26
21. Prevailing Wage Provisions	26
22. Equal Benefits Ordinance	27
23. Slavery Disclosure Ordinance	27
24. Contractor Evaluation Program	27
25. Contractor Responsibility Ordinance	27
26. Small and Local Business Program	27

Table of Contents

RFB NO. 2008SD0008

27.	Certification of Compliance with Child Support Obligations	27
28.	Certification Regarding Compliance with the Americans with Disabilities Act	28
29.	Municipal Lobbying Ordinance	28

ATTACHMENTS

Attachment 1	Contractor Bid Form
Attachment 2	Insurance Requirements
Attachment 3	Standard Provisions for City Contracts (Rev. 10/03)
Attachment 4	Affirmative Action Program
Attachment 5	Equal Benefits Ordinance
Attachment 6	Contractor Responsibility Ordinance
Attachment 7	Living Wage/Service Worker Retention Ordinance
Attachment 8	Small and Local Business Program
Attachment 9	Slavery Disclosure Ordinance
Attachment 10	City of Los Angeles Contract History
Attachment 11	Los Angeles Residence Information
Attachment 12	Certification of Compliance with Child Support Obligations
Attachment 13	Certification Regarding Compliance with the Americans with Disabilities Act
Attachment 14	Municipal Lobbying Ordinance
Attachment 15	Solid Resources Management Specification and Plan
Attachment 16	Request for Bid Schedule
Attachment 17	Bidder Checklist

SECTION 1 – INTRODUCTION

This Request for Bids (RFB) is for single-site demolition for properties located at 4176 North Toland Way, Los Angeles, CA 90032, County Assessor No. 5472-013-024 and 1732 North Westerly Terrace, Los Angeles, CA 90026, County Assessor No. 5431-036-032. The Los Angeles Department of Building and Safety Code Enforcement Bureau's mission is to preserve and enhance the safety, appearance and economic stability of our community through the diligent enforcement of applicable ordinances and land use regulations.

SECTION 2 – DEFINITIONS

The following terms shown below, whether used in this Bid or a Contract resulting from this Bid, shall be defined and interpreted as follows:

1. **BASIC CONTRACT PRICE:** The basic price per square foot of Basic Structure for which bidder is willing to perform the Work specified in Section 3.
2. **BASIC STRUCTURE AREA:** The main building floor area including any area with a roof, such as a patio, carport, garage, or similar structure, attached or detached to the main structure, but which does not include eave projections.
3. **BID:** A formal written response prepared and submitted in accordance with and in response to this Request for Bids. "Bid" may be used interchangeably with "proposal."
4. **CITY:** The City of Los Angeles, California, a municipal corporation. "City" may be used interchangeably with "Department" or "Los Angeles Department of Building and Safety (LADBS)."
5. **CONTRACT OR "AGREEMENT":** The particular Contract executed by the Contractor and the City, as a result of this Request for Bids, and of which this Request for Bids shall be a part. "Contract" and "Agreement" may be used interchangeably. The following documents shall constitute a part of the Contract: Contract, Request for Bids, Contractor's Bid, Plans (if any), and Stipulated Unit Prices.
6. **CONTRACTOR:** The person, partnership, firm or corporation, to whom this Contract is awarded by the City and who is a party thereto. A contractor that demolishes and removes structures shall possess a valid C-21 Contractor License issued by the State of California.
7. **DEPARTMENT OR LADBS:** The City of Los Angeles Department of Building and Safety. "Department" or "LADBS" may be used interchangeably with "City."
8. **INDIVIDUAL CONTRACT:** A contract awarded to perform work at one specified location.
9. **INSPECTOR:** Authorized representative of the LADBS Superintendent of Building.
10. **PROJECT:** The work to be performed in whole or in part through the performance of this contract.
11. **REQUEST FOR BIDS (RFB):** This document which is used by bidders as a basis for their Bid.

12. **STIPULATED UNIT PRICE:** A fixed amount paid per specified unit of Work in addition to the Bid price per cubic yard of material to be removed.
13. **SUBCONTRACTOR:** Any person, firm or corporation, other than an employee of the Contractor, supplying to the Contractor, labor or materials, or both, at the site of the Project in connection with this Contract.
14. **SUPERINTENDENT:** Superintendent of Building for the LADBS or an authorized representative of the Superintendent of Building. "General Manager", "Superintendent", "Superintendent of Building", or "Superintendent of Building for the Los Angeles Department of Building and Safety" may be used interchangeably.
15. **WORK:** Labor, services, and/or materials required by City under Contract.
16. **HOLIDAYS:**
 - New Year's Day
 - Martin Luther King Day
 - President's Day
 - Cesar Chavez Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veteran's Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Day
17. **WORK ORDER:** An order executed by the Superintendent that specifies the location and amount of Work to be done and stipulates the total cost for the Project.

SECTION 3 – SCOPE OF WORK

1. Term and Number of Contracts

The term of this Contract shall be for a period of one (1) year from the effective date of the final signature by the City Clerk. One contract will be issued for both demolition locations; bid will be awarded based on the sum of dollar amounts bid for both locations.

2. Location of Work

A bid shall be submitted for the demolition of structure and property cleanup for the following addresses being bid:

JOB WALK TUESDAY, SEPTEMBER 9, 2008			
JOB ADDRESS	COUNTY ASSESSOR NO. (AIN)	DESCRIPTION OF STRUCTURE	TIME
4176 North Toland Way	5472-013-024	625 square foot, single-family dwelling, single-story	10:00 a.m.
1732 North Westerly Terrace	5431-036-032	1,482 square foot, single-family dwelling, two-story	12:00 p.m.

3. General Scope of Work

A. Demolition, Removal, and Disposal

All structures, buildings and facilities shall be demolished and removed. The Contractor shall perform the removal and disposal of all materials and debris existing in and on the building, in the yards, on the site, and all materials resulting from the demolition as specified in this Bid, the Contract, and the Contract Work Orders.

B. Fill to Grade

The Contractor shall fill to grade any voids remaining on the site after the demolition operation with suitable material. The material shall be free from stones, debris and building material.

4. Site Investigation and Work Determination

A. Site Investigation

The Contractor shall investigate the site during the job walk to determine all conditions affecting necessary procedures and operations in performing the required work as specified in Section 4.5.C, "Cost of Work and Job Walk".

B. Work Determination

The Contractor shall determine the nature and type of construction, structural members, finish and appurtenant features of the structures to be demolished, and be responsible for determination of all classes of work to be accomplished, including determination of nature of mortar and existence of grout or concrete fillings in masonry.

5. Operation Facilities

The Contractor shall provide any necessary water supply, electrical service, toilet, or other facilities required for performance of the work and for conduct of operations, all in accordance with governing code regulations.

6. Methods of Demolition, Removal of Debris, and Repair

A. General

The methods of demolition, removal of debris and waste materials, and repair shall be done as devised by the Contractor for the required Work, with suitable equipment, and subject to the approval of the Superintendent.

B. Regulations

The Contractor shall perform the Work in the Contract in accordance with the Los Angeles City Building Code and all other applicable laws and ordinances, including those referred to throughout this Contract.

C. Permits

The Contractor shall obtain and pay for all permits, licenses, and fees required by the City, County of Los Angeles, or State or Federal laws. The Contractor shall submit a copy of the required Demolition permit to the Department prior to the commencement of Work.

D. Safety Provisions

- 1) The Contractor shall take all precautions that are necessary for accomplishment of the Work in a safe and orderly manner.
- 2) The Contractor shall erect and maintain all fences, barricades, lights, warning signs, and other safeguards necessary for adequate protection of streets, sidewalks, adjacent property, and all persons on and off the property at the site.
- 3) No blasting is permitted unless prior written authorization is given by the Superintendent.
- 4) The Contractor shall perform all Work in accordance with all governing safety codes and regulations of authorities having jurisdiction.

E. Access

The Contractor shall keep all approaches reasonably clear and clean.

F. Accident Prevention

The Contractor shall exercise precaution at all times for the protection of persons (including employees) and property. The safety provisions of all applicable laws, building and construction codes shall be observed. Machinery, equipment and other hazards shall be guarded or eliminated in accordance with accepted safety provisions.

G. Building and Property Protection

The Contractor shall furnish or cause to be furnished and maintain all covers, scaffolds, fences, guards, and so forth as required by the Superintendent and the local rules, ordinances, or regulations necessary for the protection of their Work and the public safety. The City will be held harmless from any and all damage to persons or property.

H. General Foreperson

The Contractor shall at all times keep a competent general foreperson on the job who shall be authorized to execute the Contract requirements and who shall have the ability to organize the work, and the Work of Subcontractors, to attain complete cooperation and minimize delays.

I. Utilities

- 1) The Contractor shall notify all companies owning or controlling conduit, wire or pipe lines running to the properties to disconnect their lines, and to remove, or authorize the Contractor to remove any lines above ground on the properties.

- 2) Disconnect Pipe Lines

Pipe lines shall be suitably capped in accordance with applicable regulations.

- 3) Capping Sewer Lines

The sanitary sewer lines shall be properly capped in accordance with the Los Angeles Municipal Code.

- 4) Protection

Protection shall be provided for any utility lines which will remain on the properties.

7. Inspection

A. Progress Inspections

In order to allow for inspection, the Contractor shall notify the Superintendent at least 24 hours prior to the performance of any Work under this Contract.

B. Final Inspection

Upon the completion of the Work specified under this or Work Order, the Contractor shall notify the Superintendent when the Contractor desires a final inspection of the work. The Superintendent will make such inspection as soon thereafter as possible.

C. After-Hour Inspections

Whenever the Contractor intends to carry on the Work of this Contract at night or on a Saturday, Sunday, or Holiday, the Contractor shall notify the Superintendent of such intention at least 24 hours in advance so that the Superintendent may coordinate with the Contractor. The Contractor shall not perform any after-hour Work without a written permission from the Superintendent.

8. Defective Work

No Work which is deficient in any of the requirements of the specifications shall be accepted even if a City employee fails to identify said deficiencies or to order them corrected during performance of the Work. The Contractor shall correct any imperfect Work whenever discovered and/or when notified by the City.

9. Permits and Licenses

The Contractor shall obtain and pay for all permits, licenses, and fees required by the City, County of Los Angeles, or State or Federal laws.

10. Building Regulations

When the Work required by the Contract is in conflict with any law or ordinance, the Contractor shall notify the Superintendent and shall not proceed with the Work until the Superintendent has so ordered to proceed.

11. Storage of Materials at Site

Storage of materials at the site shall not be permitted beyond brief accumulation awaiting pick-up by removal trucks. Materials and equipment shall not be stored at the site, but shall be hauled away promptly. Any delay in removing materials and equipment from the site shall be subject to approval of the Superintendent.

12. Salvageable Material and Equipment

Salvageable material and equipment shall become the property of the Contractor and shall be promptly removed from the site, including all material and equipment remaining in the building after the date the Contract is executed, or Work Order is executed.

13. Recycle Materials Resulting from Demolition

To meet the requirements of Assembly Bill 939, California Solid Waste Management Act, which includes diverting construction, demolition and land-clearing debris from City landfills, the Superintendent of Building requires that all Contractors develop and implement procedures to re-use, salvage and recycle material to the greatest extent feasible.

All bidders and proposers are required to review the attached Solid Resources Management Specification (see Attachment 15) and to complete the Contractor's Solid Resources Management Plan and submit it as part of their bid. Additionally, if awarded the Contract, the Contractor will be required to complete the Summary of Solid Waste Disposal and Diversion form prior to payment.

14. Hazardous Waste

A. Removal of hazardous waste as defined in Section 66300 of the California Administrative Code and Section 25117 of the California Health and Safety Code shall be excluded from this Contract.

- B. Hazardous waste will be referred to the proper authorities for removal or any other action deemed necessary.

15. Grading

A. Open Pits or Holes without Concrete Floors

Any open pits or holes must be filled in with an approved material and be brought up to grade level of the lot.

B. Below Grade Slabs with Concrete or Other Non-Drainage Type Floors and Foundations

- 1) Where open cellars, swimming pools, basements or other excavations have concrete slab floors and there is no natural drainage, the slabs shall be broken or punctured prior to back-filling to allow drainage of the water.

An inspector must inspect the break or puncture prior to back-fill.

- 2) Any specified back-filling of basements, cellars, swimming pools, or any other such excavation, or removal of foundations or slabs shall be performed in a manner that will prevent ponding of surface water and will not materially affect the natural drainage pattern of the premises.

C. Existing Cesspools and Septic Tanks

Existing cesspools and septic tanks shall be properly filled with an approved material in accordance with the Plumbing Code.

D. Self-supporting Cantilever Retaining Walls NOT for the Retention of Earth

Self-supporting cantilever retaining walls which are NOT constructed for the retention of earth shall be removed and the adjacent grade shall be graded to a 2:1 slope.

E. Back-fill Material

The material shall be free from stones, debris, and building material. Back-fill material from another site may be used only with prior approval of the Superintendent.

16. Repair of Damage

A. Required

The Contractor shall repair, at the expense of the Contractor, any damage to sidewalk, street improvements or private property, caused by the Contractor and outside of the scope of the Work Order.

B. Methods

To restore the damaged areas or surfaces to a condition equal to and matching the condition existing prior to the damage, by repair of existing Work or by replacement of damage materials with new materials as necessary for property restoration.

17. Final Cleanup

- A. All equipment and temporary construction used in the Work of this Contract shall be removed from the site.
- B. The site and all spaces used by the Contractor shall be left in a neat and clean condition as approved by the Superintendent.

18. Services to be Provided by City

The City will not provide any services to the Contractor, including parking, clerical, telephones, working space, or document reproduction services.

SECTION 4 – INSTRUCTIONS TO BIDDERS

1. Job Walk

A Job Walk will be held at the sites to clarify the specifications of this RFB. Conditions and/or terms of the RFB will not be negotiated at the job walks. The job walks are scheduled as follows:

Tuesday, September 9, 2008
10:00 a.m.
4176 North Toland Way
Los Angeles, CA 90032

Tuesday, September 9, 2008
12:00 p.m.
1732 North Westerly Terrace
Los Angeles, CA 90026

2. Location, Date, Time, and Method of Submitting Bids

The Contract Administrator shall receive at 201 North Figueroa Street, Room 1080, at or before 10:00 a.m. on Wednesday, September 24, 2008, sealed bids for the single-site demolition for the properties located at 4176 North Toland Way, Los Angeles, CA 90032 and 1732 North Westerly Terrace, Los Angeles, CA 90026. COMPLETED BIDS MUST ARRIVE AT THE ADDRESS BELOW, ADDRESSED AS FOLLOWS:

Los Angeles Department of Building and Safety
 General Analysis and Budget Services Section
 Attention: Contract Administrator
 201 North Figueroa Street, Suite 1080
 Los Angeles, CA 90012-4869

BID NO. 2008SD0008 - 4176 North Toland Way and 1732 North Westerly Terrace
 DUE DATE: Wednesday, September 24, 2008

Bidders must include with their bid submission a completed Contractor Bid Form provided as Attachment 1 in this Bid Specification in a sealed envelope.

No other method of submitting a bid or bid modifications, except as described above (paper form in a sealed envelope), shall be considered. For example, telephonic and electronic (such as e-mail, facsimile, computer disk, and posting on the Internet) methods of submitting bids and changes to bids shall not be accepted.

The City of Los Angeles shall not be responsible for any errors or omissions in the bid, or any delays in receipt of the bid, including those due to the method of delivery. No bids received after the time fixed for receiving them shall be considered.

3. Number of Bids Required to be Submitted

It shall be the bidder's responsibility to provide one (1) original and one (1) copy of the completed Bid document. The original and copy shall include all forms, specifications, drawings, schematic diagrams and any technical and/or illustrative literature.

4. Bid Opening

The opening of the bids shall be conducted publicly on Wednesday, September 24, 2008, 10:00 a.m., as specified in Section 4.2 of this RFB.

5. Bidder Responsibility

A. General

Responsive bidders shall complete and return all Bid documents, including addenda, specifications, illustrative and technical data on material or equipment proposed to be furnished, and all forms. The bidder may be deemed non-responsive if the bidder fails to provide all required documentation and copies. A bidder checklist has been provided in Attachment 17 to assist the bidder in preparing his/her bid. Omissions from this sheet does not relieve the bidder of their responsibility to provide all documents and materials required in this Bid Specification.

B. Noncompliance with Bid Specifications

All Work performed for the City under this Contract shall be completed in accordance with this Bid Specification. The bidder shall state if the Bid is in compliance with the requirements listed in this Specification. All "no" (negative) responses require an explanation specifically stating the requirement(s) for which the bidder cannot comply. Bidders must provide alternate strategies for satisfying the requirements of the Bid specifications for each negative response. Any negative response may be used as a justification for rejecting the Bid.

C. Cost of Work and Job Walk

Each bidder must examine and judge for themselves this Bid and the scope of the proposed Work to be performed.

Further, it is requested that bidders attend the job walk as the City will not allow price increases for completion of the Contract for the jobs being bid. The dates, times, and locations of the job walk are listed in Section 4.1.

The bidder must state the total price for which they will perform the demolition and clean up work for 4176 North Toland Way and 1732 North Westerly Terrace.

D. Work Completion Date

Bidder is to state the number of calendar days after the effective date of the Work Order to complete the work in accordance with these Specifications. The job must be completed on or before the time specified in Section 5.2, "Commencing and Completing Work" in this Bid Specification.

E. Business Tax Registration Certificate (BTRC)

A current business tax registration certificate(s) is required by the City's Business Tax Ordinance (see L.A.M.C. Chapter 2, Article 1, Section 21.00, et. seq.). The Contractor shall maintain, or obtain, as necessary, all such certificates required of it under said ordinance and shall not allow any such certificate to be revoked or suspended. Bidders may contact the Office of Finance at telephone number (213) 473-5901 or by mail at 200 North Spring Street, Los Angeles, 90012, or at <http://www.lacity.org/finance> for compliance details. Bidders must list a valid BTRC account number on their Bid(s).

F. Signatures Required on Bid

Each Bid must be signed on behalf of the bidder by an officer authorized to bind the bidder to the Bid. 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 partnership, the name of each member must be signed, and full address of each member given; and if it is made by a corporation, it must be signed by at least two (2) properly-authorized officers on behalf of the corporation and the corporate seal must be affixed in the space provided for the seal.

G. Bid Surety (Bond or Check Accompanying Bid)

Each bidder must submit with the bid either a check certified by a responsible bank in the City of Los Angeles, or a cashier's check issued by a responsible bank payable to the order of the Department of Building and Safety, City of Los Angeles, for an amount of not less than 10% the aggregate sum of the Bid or a satisfactory surety bid bond in like amount and so payable as a guarantee that the bidder will enter into the proposed contract if it is awarded to him/her. The bid bond shall be acceptable to the City. The bid bond shall be executed by the bidder and by a responsible corporate surety company.

No bid shall be considered unless it is accompanied by such check or bond. Failure to comply with this bonding requirement shall render the bid non-responsive.

All checks and bonds accompanying bids shall be returned upon execution of the contract by the Superintendent or his rejection of all bids.

In the event of the bidder's default, any cash deposit shall be paid to the City; or the certified or cashier's check shall be presented for payment and collected; or the surety bondsmen shall be required to pay the amount of their bond, and the City Attorney shall take appropriate action to collect the same if such bondsmen fail to pay the obligation of their bond within fifteen days after demand.

H. Non-Collusion Statement (Mandatory)

Attachment 1, Bid Form, includes a non-collusion statement which shall ensure that: (1) the Bid is genuine and not a sham collusive Bid; (2) the Bid is not made in the interest or on the behalf of any person not named therein; (3) the Bidder has not directly or indirectly induced or solicited any person to submit a false or sham Bid or to refrain from bidding; or, (4) the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.

I. Contractor References

The Contractor must submit a minimum of three (3) customer references and three (3) supplier references. The information provided shall include the company name, address, contact person, telephone number of the contact person, type and estimated amount of annual business for each customer listed as a reference.

J. Years in Business

Contractors shall specify number of years in business applicable to this RFB.

6. No Bid Statement

If you are not bidding, please state your reason for not bidding; otherwise it shall be considered a "no response" bid. A bidder who fails to respond to three (3) consecutive bids may be removed from the LADBS' Bid Mailing List.

7. Discontinue Bid Notification

If you are receiving bids for services that you are unable to provide to the City, it shall be your responsibility to inform LADBS' Contract Administrator in writing, on company letterhead, requesting that your company be removed from the vendor listing for which you are receiving bids. This notification is to be delivered (or mailed) to the following location:

Los Angeles Department of Building and Safety
General Analysis and Budget Services Section
Attention: Contract Administrator
201 North Figueroa Street, Room 1080
Los Angeles, CA 90012-4869

8. Cost of Preparing Bid and Participating in Bid Process

All costs incurred in preparing and delivering the bidder's bid and other participation in this Bid process shall be at the bidder's expense and at no cost or obligation to the City.

9. Changes to Bid Specifications

Additions must not be made to the items mentioned therein. Any unauthorized conditions, limitations or provisions included in a bid may be cause for its rejection. Alterations by erasure or insertion between lines already written or printed must be explained or noted in the bid over the signature of the bidder.

10. Right to Reject Bids

The Superintendent reserves the right to reject any and all bids and the right to waive any informality in a Bid or cancel the solicitation of bids without liability when to do so would be to the advantage of the City or its constituents.

11. Bid Expiration

All bids shall be fully effective for a period of ninety (90) calendar days from the due date.

12. Bid Appeal

The City will notify all applicants of the results of the bid evaluations. Applicants may appeal procedural issues only. Appeals must be made in writing by submitting a letter to LADBS within five working days of receiving a notification of award or non-select, identifying the specific reason for the appeal to:

Andrew A. Adelman, P.E., General Manager
Los Angeles Department of Building and Safety
General Analysis and Budget Services Section
Attention: Contract Administrator
201 N. Figueroa Street, Suite 1080
Los Angeles, CA 90012-4869

SECTION 5 – GENERAL TERMS AND CONDITIONS

1. Contract Execution

The bidder who receives the Contract award must execute a written Contract with the City and furnish good and approved bonds and insurance as specified within fifteen (15) Working Days after the bidder receives the notice of Contract award.

The following documents are essential parts but not the whole of the complete Contract: The Bid Specifications, Notice Inviting Bids, all of which are kept on file in the Office of the Superintendent.

2. Commencing and Completing Work

No Work shall begin until the Contract has been executed, and the Contractor has received a Work Order and Notice to Proceed from the Department, and has obtained all required permits for the Work. The Work shall be commenced and completed as required within these Specifications and within the following time limits:

A. Commence Work

The Contractor shall commence the Work within five (5) calendar days from the date of receiving the Work Order and Notice to Proceed by the Superintendent and shall complete the Work at the earliest possible date not to exceed **thirty (30) calendar days** of the date of execution.

B. Extensions of Time

1) Unforeseen Delays in Commencing, Continuing, or Completing Work

Should the Contractor be obstructed or delayed in the beginning, continuing or completing the Work by inclement weather or by any necessary or unavoidable act or delay of the City, or by riot, insurrections, war, pestilence, acts of public authorities, fire, lightning, earthquake, cyclone, or through the default of other parties under Contract with said City; and, if in the opinion of the Superintendent, the ultimate completion of the entire Work under this Contract is delayed thereby, then the time fixed for the completion of all Work under this Work Order shall be extended for a period equivalent to the time the Work is delayed.

2) Labor Strikes

Labor strikes, when such strikes are not brought solely against the Contractor or any of the Subcontractors, shall constitute sufficient reason for extension of the time of completion.

Any and all extensions of time granted under the provisions of this Specification shall not release the sureties on the bonds accompanying the Contract. The bonds shall remain in full force and effect until the discharge of the Contract.

3. Payment Information

Upon completion of the Work designated by the Contract, or Contract Work Order, the Contractor may request full payment for the Work. After acceptance of the Work by the Superintendent, and upon receipt from the Contractor of an invoice of the Work performed, a completed Certificate of Compliance, and Summary of Actual Solid Waste Disposal and Diversion forms, the City will make a one (1) lump-sum payment. Failure to submit the Summary of Actual Solid Waste Disposal form and its supporting documentation may render the payment request incomplete and delay the processing of the payment.

The making of any payment to the Contractor under the Contract shall not relieve the Contractor of the Contractor's obligations to complete the Contract in its entirety at the time or times specified.

4. Bonds for Faithful Performance and for Payment of Labor, Materials and Supplies

A. General

- 1) All bonds are posted at bidder's expense.
- 2) Within **fifteen (15)** calendar days after the Contract is awarded to the successful bidder, said bidder shall execute the Contract and post the faithful performance and material bonds and liability insurance.

If the successful bidder fails to enter into the Contract awarded to him/her and to supply the necessary faithful performance and labor and material bonds and required insurance within **fifteen (15)** calendar days after the award then the sum posted by check or guaranteed by the Bid bond shall be forfeited to the City. Such forfeiture shall not preclude recovery of any sum over and above the amount posted or guaranteed to which the City sustains damage by reason of such default

or failure to contract.

- 3) The bonds shall be duly executed by a responsible corporate surety authorized to issue such bonds in the State of California.

B. Faithful Performance Bond

Within **fifteen (15)** calendar days after contract is awarded to the successful bidder, said bidder shall post the faithful performance bond equal to the amount of the contract.

C. Labor, Material, Equipment, and Supplies Bond

Within **fifteen (15)** calendar days after Contract is awarded to the successful bidder, said bidder shall post a bond to secure payment for labor, material, equipment, and supplies furnished for the performance of the Work done under the Contract and for any Work or labor of any kind done in connection therewith for 50% of the amount of the Contract.

D. Form of Bonds

The form of bonds required for the faithful performance of the Contract and to secure payment for labor, material, equipment, and supplies will be such that the City may proceed against the Contractor and their sureties on the bonds immediately upon any default in the performance of the Contract, or in payments for labor, material and supplies, without waiting for the completion of the Work and the accumulation of damages.

5. Additional Sureties

If, at any time during the continuance of the Contract, any of the sureties, shall, in the opinion of the Superintendent, become irresponsible, the Superintendent shall have the right to require additional sureties, which the Contractor shall furnish to the satisfaction of the Superintendent within ten (10) calendar days after notice. The Contract may be suspended by the Superintendent and the Work completed as provided in Section 3 of the Bid of the Specifications.

6. Insurance Requirements

The Contractor shall maintain the required insurance with the identified limits in accordance with insurance requirements which are attached hereto as Attachment 2 and as required in the Standard Provisions for City Contracts (Rev. 10/03) and attached hereto as Attachment 3, for the entirety of the Contract.

Acceptable Evidence and Approval. An Insurance Industry Certificate of Insurance (such as an ACORD Certificate) containing 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 is the preferred form of evidence of insurance. If policy includes an automatic or blanket additional insured endorsement, the ACORD certificate must state the City is covered by this endorsement. 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 Insurance Industry Certificates of Insurance:

- 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 or the California Financial Responsibility Law for Automobile Liability.
- Professional Liability Insurance.

These forms and instructions for completing them may also be obtained from the Internet at the following URL: <http://www.lacity.org/cao/risk/>.

With respect to the interests 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 30 calendar days prior written notice of such election.

Completed **Insurance Industry Certificates of Insurance** can be sent electronically (CAO.insurance.bonds@lacity.org) or faxed to the Office of the City Administrative Officer, Risk Management ((213) 978-7615 or (213) 978-7616). Electronic submission is the preferred method of submitting your documents. Verification of approved insurance and bonds may be obtained by checking the Office of the City Administrative Officer, Risk Management, Insurance & Bonds Compliance System at <http://www.lacity.org/cao/risk/index.htm>.

It is understood, however, that such notice to the City shall not affect an insurance company's right to give a lesser notice to the Named Insured in the event of nonpayment of premium (Los Angeles Administrative Code Section 11.54).

7. Compliance with Laws

- A. The Contractor shall carry out all applicable Federal, State and City laws and ordinances, including, but not limited to, building regulations and the nondiscrimination and Affirmative Action provisions of the laws of the United States of America, the State of California, and the City even though such requirements are not specifically mentioned in the Specifications.
- B. The Contractor shall comply with all applicable provisions of Section 1777.5 of the California Labor Code, which shall apply to these specifications to the same extent as if they were written herein.
- C. When Work required by this Specification is in conflict with any such law or ordinance, the Contractor shall notify the Superintendent and shall not proceed with the Work until the Superintendent has so ordered.

D. The selected bidder shall stipulate that in any action related to the awarded Contract, venue shall be in the County of Los Angeles, State of California.

8. Cooperation with Others

Each Contractor or Subcontractor engaged upon Work for the City at the same or adjacent sites shall arrange the storage of materials and equipment and the performance of all Work so as to interfere as little as possible with other persons engaged upon Work for the City.

9. Los Angeles Residence Information

The policy of the City of Los Angeles is to encourage businesses to locate or remain in the City. Therefore, the City Council requires all City departments to gather information on the headquarters address and other information on the employees of firms contracting with the City (Council File No. 92-0021). Please see Attachment 11 for information to be included with each Bid.

10. City of Los Angeles Contract History

The City Council passed a resolution on July 21, 1998 (CF 98-1331) requiring that all proposed vendors supply in their proposal or bid a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding ten (10) years. Performance on past contracts with the City of Los Angeles shall be part of the evaluation criteria. Failure to disclose this information shall deem the bid non-responsive. Bidders must complete Attachment 10 and submit the form with their bid package.

11. Past Failure to Complete Work Awarded

If the bidder has had a contract terminated for default during the past five (5) years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the bidder's non-performance or poor performance and the issue was either not litigated; or litigated and such litigation determined the bidder to be in default. Submit full details of all termination for default experienced by the bidder during the past five (5) years including the other party's name, address and telephone number. Present the bidder's position on the matter. The City shall evaluate the facts and may, at its sole discretion, reject the bid if the facts discovered indicate that completion of a contract resulting from this Bid may be jeopardized by selection of the bidder.

If the bidder has experienced no termination for default in the past five (5) years, so indicate.

12. Litigation

All bids must clearly identify any past or current litigation that the Contractor was/is involved in which also involved the City of Los Angeles.

13. Proposed Subcontractor Information

If applicable to bid, the following information must be provided for each proposed Subcontractor. Attach and submit this information with your bid submittal. If subcontractors will not be utilized, so indicate.

- A. Subcontractor name, mailing address, phone number
- B. Subcontractor contact name, title, phone number
- C. Subcontractor Business Tax Registration Number and/or Contractor license number
- D. Description of Work to be subcontracted
- E. Reason(s) for subcontracting
- F. Percentage of total Contract to be subcontracted and dollar amount
- G. If subcontractor is a Minority Business Enterprise (MBE), Women's Business Enterprise (WBE), or Other Business Enterprise (OBE)

14. Property of City/Proprietary Material

All Bids submitted in response to this RFB shall become the property of the City of Los Angeles and subject to the State of California Public Records Act.

15. Addenda

The City reserves the right to submit any addenda to this RFB that may impose additional requirements which must be completed to be considered responsive. Any change to or interpretation of the RFB will be sent by the City to each firm or individual to whom an RFB has been sent and any such changes or interpretations shall become a part of said RFB for incorporation into any Contract awarded pursuant thereto.

All bidders must acknowledge any addenda issued as a result of any change in this RFB on the Contractor Bid Form (Attachment 1). Failure to indicate receipt of such addenda may result in a BID being rejected as non-responsive.

16. Execution of Contract

A response to this RFB is an offer to contract with the City based upon the terms, conditions, service level Contract and specifications contained in the bids submitted. A contract will be formed when the Department of Building and Safety awards the contract to the selected bidder.

Any contract made pursuant to this RFB must be accepted in writing by the bidder. If for any reason bidder should fail to accept the contract in writing, any conduct by bidder which recognizes the existence of a contract pertaining to the subject matter hereof shall constitute acceptance by bidder of the contract and all of its terms and conditions.

17. Amendments/Modifications/Change Orders

Any amendments, adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of resultant Contract must be made by written change order approved by LADBS' Contract Administrator and the Contractor. If Contractor performs any modification without a written change order, the City shall neither pay for nor be obligated to accept said modification.

18. Prime Contractor

The Bidder awarded the Contract must be the prime Contractor performing all functions of the Contract.

19. Responsibility for Work

To ensure quality, continuity, security and affix responsibility, the services must be performed by the Contractor and at the Contractor's location inspected by LADBS as agreed upon in the Contract. The location of the work must be listed by the Bidder in their response to the RFB. The condition (e.g., accessibility, security, safety, and organization) of the work location shall be considered by the City when awarding the Contract. No work shall be performed by anyone other than the Contractor without prior approval from LADBS.

20. Replacement of Contractor's Staff

The City reserves the right to have the Contractor replace any Contract personnel with equally or better qualified staff upon submitting written notice to Contractor. In addition, the City reserves the right to approve in advance any changes in project personnel or levels of commitment by the Contractor to the project.

21. Authority of Superintendent

- a. The Superintendent, on behalf of the City of Los Angeles, is authorized to enter into contracts with private contractors to abate nuisance conditions on private property by the provisions of Los Angeles Municipal Code (LAMC) Section 91.8904.1.2.
- b. The Superintendent shall decide, within the provisions of this Specification, all questions which may arise concerning the Work performed, and the acceptable fulfillment of the Contract on the part of the Contractor.
- c. Final determination of the acceptable fulfillment of the Contract on the part of the Contractor shall be made by the Superintendent.
- d. Copies of all specifications and Work Orders shall be kept on file in the Office of the Superintendent.

SECTION 6 – CONTRACT PROVISIONS AND CERTIFICATIONS

The purpose of this Section is to set forth certain contract provisions that shall be incorporated into the Contract awarded to the selected Bidder. These provisions shall not be subject to renegotiation in the event the City and the selected Bidder amend the Contract.

1. Standard Provisions for City Personal Services Contracts

The Standard Provisions for City Contracts (Rev. 10/03) are attached hereto (Attachment 3), and shall become part of the awarded Contract.

2. Indemnification Requirements for Contractors

Except for the active negligence or willful misconduct of City, Contractor undertakes and agrees to defend, indemnify and hold harmless 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 and cost of litigation, damage 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 the Contract by the Contractor or its Subcontractor of any tier. The provisions of this paragraph shall survive termination of the Contract.

3. Care and Custody

The Contractor accepts full responsibility for the security against loss or damage to the equipment involved while in his possession or the possession of any of his agents. Contractor shall reimburse the City for any loss or damage to City equipment in his or his agents care or custody.

4. Inspections and Audits

The City, or any of its duly authorized representatives, upon reasonable written notices, shall have access, for the purpose of audit and investigation, to any and all books, documents, papers, and records of the selected Bidder which pertain to the Contract. Said books, documents, papers, and records must be retained by the selected Bidder for three (3) years following final payment under the Contract.

5. Construction of Provisions and Titles Herein

All titles or subtitles appearing in the Contract have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions thereof. The language of the Contract shall be construed according to its fair meaning and not strictly for or against the City or the selected Bidder. The singular shall include the plural; if there shall be more than one selected Bidder herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the masculine, feminine or neuter genders shall be deemed to include the genders not used.

6. Independent Contractor

The selected Bidder shall act hereunder as an independent contractor and not as an agent or employee of the City. The selected Bidder shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, Subcontractors, or agents to be an agent or employee of the City.

7. Prohibition Against Assignment or Delegation

The selected Bidder may not, unless it has first obtained the written permission of the City:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

8. Subcontracting

- A. All Subcontractors proposed to perform Work on the Project shall be licensed in accordance with the provisions of the Business and Professions Code of the State of California for the type of Work to be performed.
- B. All Subcontractors shall be recognized as such, shall be considered agents of the Contractors, and the Contractor shall be held responsible for their Work.
- C. All Subcontractors or Contractors performing subcontractor type Work (i.e., removal of asbestos) shall perform such Work at competitive prices. The Department may require that the Contractor submits proof that the subcontractor type Work or Subcontractors performing Work for the City is performed at competitive prices based on the lowest of at least three (3) competitive bids.

9. Methods and Application

The method adopted by the Contractor shall be such as shall assure satisfactory Work and shall enable the Contractor to complete the Work by the time agreed. If at any time such methods appear inadequate, the Superintendent may order the Contractor to improve their methods, or increase their efficiency. The Contractor shall conform to such order, but failure of the Superintendent to order such improvement of methods, or increase of efficiency, shall not relieve the Contractor from the obligation to perform adequate Work, or finish by the time agreed upon.

10. Notices

A. Contractor

Any notice required to be given to the Contractor may be given by delivering said notice, or a copy thereof, to the Contractor in person or by registered or certified mail to the last known business address of the Contractor. If the Contractor cannot be found with reasonable diligence, then posting a copy of the notice in a conspicuous place at the site of the Work shall be considered proper notice.

B. City

The following address shall serve as the place to which all notices and other correspondence to the City regarding the Contract shall be sent to:

Los Angeles Department of Building and Safety
General Analysis and Budget Services Section
Attention: Contract Administrator
201 North Figueroa Street, Room 1080
Los Angeles, CA 90012-4869

All written notices required hereunder shall be given by mail addressed as noted above or to such other address as the respective parties may designate by written notice to the other party.

11. Contract Changes, Additional Work, and Work Order Cancellations

- A. Subject to all limitations of the Charter of the City of Los Angeles including those on competitive bidding, the Superintendent at any time during the progress of the Work may order alterations in, additions to, deviations or omissions from, the Work contemplated by the Contract specifications or Work Order.
- B. No extra Work shall be performed and no change shall be made unless prior authorization has been obtained from the Superintendent stating that the extra Work or change is authorized, and no claim for an addition to the Contract and Work Order sum shall be valid unless the extra Work or change is so authorized.
- C. Any change in the Work shall conform to the original Contract specifications or Work Order insofar as they may apply without conflict to the conditions involved in the change.
- D. Payment for additional Work or extras, if any occur, shall become due and payable in accordance with the provisions for payment of the Contract price.
- E. The cost of omission, if any, from the Contract shall be deducted from the amount of the Contract price.
- F. For single-site demolition contracts only: If the Department cancels a demolition contract after it has been executed and accepted, but before any work has started, the Contractor may submit a claim to the City Clerk up to twenty-five (25) percent of the Contract price, but not to exceed the sum of one-thousand dollars (\$1,000) per the provisions of Section 91.8903.5.2 of the Los Angeles Municipal Code.
- G. If the Department cancels a Work Order after it has been executed and accepted the Contractor may submit a claim to the City Clerk per the provisions of LAMC Chapter IX, Article 1, Division 89, Section 91.8903.5.2.

12. Work by City or Others

The City may perform with its own forces or award to other contractors, any extra Work or any portion of the Project not included in the original Contract.

13. Liquidated Damages

All time limits stated in the Contract documents are of the essence. Should the Contractor fail to complete the Work required on or before the completion time as set forth under these specifications, it is mutually understood and agreed by the Superintendent and the Contractor that by reason thereof the City and the public will necessarily suffer great damages; that such damages will be extremely difficult and impractical to fix; that the City and the Contractor have

endeavored to fix the amount of damages in advance.

The sum of twenty-five dollars (\$25.00) per day for damages for each and every day's delay in the completion of the Work required by the Contractor at each site is the nearest and most exact measure of damages for such breach that can be fixed now or could be fixed at or after such breach, and that, therefore, the City and the Contractor hereby fix said sum of twenty-five dollars (\$25.00) per day for each and every such day's delay as liquidated damages and not as a penalty or forfeiture for the breach of the Contract to complete the Work required to be done by the Contractor at each site on or before the said time of completion. Completion shall include the final inspection and approval of the Work by the Department.

Should the Contractor be obstructed or delayed in the Work required to be done hereunder by changes in the Work, or by any default or omission of the City or by any other contractor employed by the City of the Work, or by riots, strikes, lockouts, fire, earthquake, flood, stress of weather and conditions resulting therefrom or by the inability to obtain materials, equipment or labor due to Federal government restrictions arising out of the defense of war programs, then the time of completion shall be extended for such periods as may be agreed upon between the Superintendent and the Contractor. Should there be insufficient time to grant such extension prior to the completion date of the Contract, the Superintendent may, at the time of acceptance of the Work, waive liquidated damages which may have accrued for failure to complete on time, due to extenuating circumstances, after receiving evidence as to reason for such delay and making a finding as to the cause of same.

Should the Contractor not complete the Work required to be done at each site on or before the said time of completion and refuse to respond to requests by the Department to complete said Work and if the accumulated liquidated damages have exceeded the Contract amount agreed upon, then the Department shall consider this breach to be a forfeiture and no fees shall be paid to said Contractor for Work completed and the remainder of the Work required to be done shall be sent out to competitive bid and completed under a separate contract.

14. Contract Default

The following are situations where the Contractor shall be considered in default of the Contract. There may be other situations not described herein which result in a determination by the Superintendent that the Contractor is in default of the Contract.

A. Bankruptcy or Insolvency

The Contractor is adjudged bankrupt; or the Contractor makes a general assignment for the benefit of the Contractor's creditors, or if a receiver is appointed on account of insolvency.

B. Failure to Begin or Complete Work with Time Limits

The Contractor fails to begin Work within the time required, in such manner as to insure full compliance with the Contract and Work Order within the time limit; or abandons the Work to be done under Contract; or any time the Superintendent is of the opinion that said Work is unnecessarily or unreasonably delayed.

C. Violating Terms of Contract

Contractor willfully violates any of the terms of the Contract; or does not execute the Contract and Work Orders in good faith; or does not follow the instructions of the Superintendent as to additional force necessary in the opinion of the Superintendent for its completion within the required time; or any time the Contractor does not properly carry out the provisions of the Contract in its true intent and meaning.

15. Contract Termination/Suspension

A. Termination

- 1) The City may terminate Contractor's performance under the Contract, in whole or in part, upon thirty (30) calendar days written notice. The City may terminate upon the occurrence of either of the following events:
 - a. Whenever the selected Bidder defaults in its performance of this Contract and fails to cure such default, within a period of thirty (30) business days after receipt from the City of a notice specifying the default; or
 - b. Whenever the City determines that it is necessary to terminate the Contract for the City's convenience.
- 2) Termination is effected by delivering to the Contractor a Notice of Termination specifying: (1) whether termination is for Contractor's default or for the City's convenience; (2) the extent to which performance of Work under the Contract is terminated; and (3) the date upon which termination becomes effective. After receipt of a Notice of Termination, and except as otherwise directed by the City, the Contractor Bidder must:
 - a. Stop Work under the Contract on the date and to the extent specified in the Notice of Termination. Upon such suspension, the Superintendent may employ other parties to carry on the Contract to completion. Any excess of costs arising therefrom over and above the Contract price, shall be charged against the Contractor and the Contractor's sureties, who shall be liable therefor.
 - b. Transfer title to the City (to the extent that title has not already been transferred) and deliver, in the manner, at the times, and to the extent directed by the City, the Work in process, completed Work and other material produced as a part of, or acquired in respect of, the performance of the Work terminated.
- 3) The amount due the Contractor by reason of termination shall be determined as follows:
 - a. If the termination is for the City's convenience, the Contractor will be paid on the basis of the Work completed in accordance with the previously agreed upon milestone and payment schedules in effect prior to the effective date of termination.
 - b. If the termination is for the Contractor's default, the total sum payable to the Contractor will be determined in accordance with the previously agreed upon payment schedule. The City, however, may retain from said payment an amount equal to any additional costs incurred by the City in completing that part of the Work

that is in default.

- 4) In addition to the above setoff amount, the City shall also be entitled to recover for other damages as provided by law.
- 5) In the event that the Contract is terminated, all monies due the Contractor or retained under the terms of the Contract shall be forfeited to the City; but such a forfeiture shall not release the Contractor or the Contractor's sureties from liability for failure to fulfill the Contract. The Contractor and the Contractor's securities shall be credited with the amount of money so forfeited toward any excess of cost over and above the Contract price arising from the suspension of the operations of the Contract and the completion of the Work by the City. The Contractor shall be credited with any surpluses remaining after all just claims for such completion have been paid.

B. Suspension

The City may suspend performance by Contractor under the Contract for such period of time as the City in its sole discretion may prescribe by providing written notice to Contractor at least five (5) Working Days prior to the date on which City wishes to suspend. The Contractor shall not perform further Work under the Contract after the effective date of suspension until receipt of written notice from City to resume performance. The due dates set forth in the time schedule prepared under Section 5.2 Commencing and Completing Work of this Specification shall be extended by the period(s) of any suspension(s) ordered by City.

C. Superintendent's Decision is Binding

In determining whether there has been such non-compliance with the Contract as to warrant termination/suspension, the decision of the Superintendent shall be binding to both parties.

16. Nondiscrimination Requirements

As a Bidder for a City of Los Angeles Contract, you are required to comply with the nondiscrimination provisions of the laws of the United States of America, the State of California, and the City.

The Contractor, in performing the Work, 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, marital status, domestic partner status, or medical condition. The Contractor shall comply with the provisions of LAAC Division 10, Chapter 1, Article 1, Section 10.8.2 to the extent applicable hereto. The Contractor shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by said Office. Any subcontract entered into by the Contractor relating to the Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

17. Affirmative Action Program

The Contractor shall comply with the provisions of LAAC Division 10, Chapter 1, Article 1, Section 10.8.4 to the extent applicable hereto. The Contractor shall also comply with all the rules, regulations, and policies of the City's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by said Office. Any subcontract entered into by the Contractor relating to the Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

As a Bidder for this Work, you are required to submit the information requested below in "Instructions to Prospective Non-Construction Contractors" with each bid:

INSTRUCTIONS TO PROSPECTIVE NON-CONSTRUCTION CONTRACTORS

A. Nondiscrimination Clause - Required in All Contracts

Every contract which is let, awarded, or entered into on behalf of the City of Los Angeles, shall contain by insertion therein a nondiscrimination clause obligating the Contractor not to discriminate in its employment practices during the performance of the 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 any contract with the City shall contain a like nondiscrimination clause.

B. Equal Employment Practices Certification - Required for all contracts in excess of one-thousand dollars (\$1,000) but not more than one-hundred-thousand dollars (\$100,000).

For every contract or subcontract with or on behalf of the City of Los Angeles for which the consideration is in excess of one-thousand dollars (\$1,000), but is not more than one-hundred-thousand dollars (\$100,000), the Bidder shall sign and submit the Equal Employment Practices Certification Form.

C. Affirmative Action Program Certification - Required for all contracts in excess of one-hundred-thousand dollars (\$100,000).

For every contract or subcontract with or on behalf of the City of Los Angeles for which the consideration is in excess of one-hundred-thousand dollars (\$100,000), the Bidder shall sign and submit the following with Bid:

- 1) A signed Affirmative Action Program Certification Form.
- 2) A signed Affirmative Action Plan. Bidder must submit one (1) of the three (3) following plans:
 - a. "Los Angeles City Affirmative Action Requirements for Non-construction Contractors."
 - b. A trade association plan, if the Contractor is a member in good standing of the association. This plan must be reviewed and approved by the Office of Contract Compliance.

- c. The Contractor's (Bidder's) Affirmative Action Plan. This plan must be reviewed and approved by the Office of Contract Compliance.
 - 3) Each of the above documents, if approved, shall be effective for twelve (12) months following the date of approval with the approval for the Affirmative Action Practices Certification to be concurrent with the approval for the Affirmative Action Plan.
 - 4) The City's Affirmative Action and Equal Employment Opportunity Program forms are attached (Attachment 4).
18. Minority (MBE), Women (WBE) and All Other (OBE) Business Enterprises

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBE's), Women Business Enterprises (WBE's), and all Other Business Enterprises (OBE's) an equal opportunity to participate in the performance of all City contracts. Bidders shall assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including local MBE's, WBE's, and OBE's, have an equal opportunity to compete for and participate in City contracts. The City also welcomes and encourages joint ventures between minority and other business enterprises.

19. Workforce Information

The policy of the City of Los Angeles is to encourage businesses to locate or remain in the City. Therefore, the City Council requires all City departments to gather information on the headquarters address and other information on the employees of firms contracting with the City (Council File No. 92-0021). The following information is to be included with each Proposal (See Attachment 11):

- A. Headquarters address of firm.
- B. Total workforce.
- C. Percentage of the total workforce residing in the City of Los Angeles.
- D. Percentage of the total workforce employed in the City of Los Angeles.

20. Living Wage Ordinance and Service Worker Retention Requirements

The Contractor who enters into a service contract of twenty-five-thousand dollars (\$25,000) or more with the City, agrees to comply with applicable sections of the Los Angeles Administrative Code pertaining to living wages. The living Wage Ordinance requires service contractors to provide a minimum level of compensation to its employees (Attachment 7). Failure to comply may result in termination of the Contract. See Section PSC.20, "Service Contractor Worker Retention Ordinance and Living Wage Ordinance" of the "Standard Provisions for City Contracts" document which has been provided hereto (Attachment 3). Contact the Bureau of Contract Administration, Office of Contract Compliance, for information about Living Wage Rules and Regulations at (213) 847-1922.

21. Prevailing Wage Provisions

The Contractor shall pay prevailing wages determined by the Labor Commissioner of the State of California as specified in LAAC Division 10, Chapter 1, Article 1, Section 10.7.1.

22. Equal Benefits Ordinance

The proposed Contractor is required to complete the Certification of Compliance with Equal Benefits Ordinances (EBO) form (Attachment 5) and provide the documentation supporting information provided on the Form. A copy of the Ordinance is included in Attachment 5.

23. Slavery Disclosure Ordinance

Unless otherwise exempt in accordance with the provisions of the Ordinance, the Contract is subject to the Slavery Disclosure Ordinance, LAAC Division 10, Chapter 1, Article 15, Section 10.41.2, as may be amended from time to time. Contractor must certify that they have complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of the Contract. A copy of the ordinance and required certification documents are provided as Attachment 9.

24. Contractor Evaluation Program

At the end of this Contract, the City shall 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 LAAC Division 10, Chapter 10, Article 13, Section 10.39 et. seq., evaluations shall be based on a number of criteria, including the quality of the Work product or service performed, the timeliness of performance, the Contractor's compliance with budget requirements, and the expertise of personnel that the Contractor assigns to the Contract. The Contractor shall be provided with a copy of the final City evaluation and allowed fourteen (14) calendar days to respond. The City shall use the final City evaluation, and any response from the Contractor, to evaluate bids and to conduct reference checks when awarding other personal services contracts.

25. Contractor Responsibility Ordinance

Bidders are subject to compliance with the requirements specified in the City of Los Angeles Contractor Responsibility Ordinance No. 173677, contained in Division 10, Article 14, Section 10.40.2 of the LAAC. A copy of the Ordinance is included and the mandatory Questionnaire are included (Attachment 6). All Bidders are likewise responsible for ensuring that any and all subcontractors are in full compliance with the above-referenced ordinance and code. Any Bidder who fails to submit a completed Questionnaire shall be deemed non-responsive shall be disqualified from the bidding process.

26. Small and Local Business Program

Contractor must complete the Small and Local Business Program Certification, if applicable (Attachment 8).

27. Certification of Compliance with Child Support Obligations

Bidders are subject to and shall comply with the Child Support Compliance Act as prescribed in PSC-19 of the Standard Provisions for City Contractors (Rev. 10/03) (Attachment 12).

28. Certification Regarding Compliance with the Americans with Disabilities Act

Bidders are subject to and shall comply with the Americans with Disabilities Act as prescribed in PSC-21 of the Standard Provisions for City Contractors (Rev. 10/03) (Attachment 13).

29. Municipal Lobbying Ordinance (MLO)

This recently adopted Ordinance serves to identify persons engaged in compensated lobbying activities aimed at influencing decisions of City government. Proposers must submit Attachment 14 with their bid submittal. The complete Municipal Code wording, definitions and reporting requirements can be viewed at http://ethics.lacity.org/PDF/laws/law_mlo.pdf.