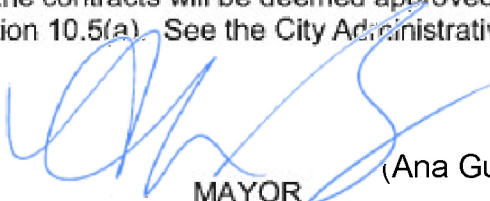


<b>TRANSMITTAL</b>		0150-09731-0002
TO The Council	DATE 10/9/18	COUNCIL FILE NO.
FROM The Mayor		COUNCIL DISTRICT
<p><b>Personal Services Contract with Golden Bell Products, Inc. To Provide Roach Control and Treatment Services for The City's Wastewater Conveyance System</b></p> <p>Approved and transmitted for your consideration. The Council has 60 days from the date of the receipt to act, otherwise the contracts will be deemed approved pursuant to Los Angeles Administrative Code Section 10.5(a). See the City Administrative Officer report attached.</p> <div style="text-align: center;"> MAYOR (Ana Guerrero) for</div> <p>RHL:WKP:10190035f</p>		

**Report From**  
**OFFICE OF THE CITY ADMINISTRATIVE OFFICER**  
**Analysis of Proposed Contract**  
(\$25,000 or Greater and Longer than Three Months)

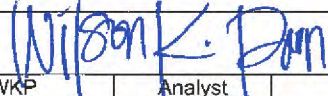

To: The Mayor	Date: 10-05-18	C.D. No.	CAO File No.: 0150-09731-0002
Contracting Department/Bureau: Public Works/Sanitation		Contact: Paul Blasman, (323) 342-6040	
Reference: Transmittal from the Board of Public Works dated August 27, 2018; referred for report on August 31, 2018.			
Purpose of Contract: To provide roach control and treatment services for the City's wastewater conveyance system.			
Type of Contract: ( X ) New contract ( ) Amendment, Contract No.		Contract Term Dates: Five years from the date of execution.	
Contract/Amendment Amount: \$995,000			
Proposed amount \$995,000 + Prior award(s) \$0 = Total \$995,000			
Source of funds: Sewer Construction and Maintenance Fund			
Name of Contractor: Golden Bell Products, Inc.			
Address: 1200 N. Jefferson Street Unit M, Anaheim, CA 92807			
	Yes	No	N/A
1. Council has approved the purpose	X		
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested	X		
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: 0%			
Contractor has complied with:		Yes	No
8. Business Inclusion Program			X
9. Equal Benefits & First Source Hiring Ordinances		X	
10. Contractor Responsibility Ordinance		X	
11. Slavery & Border Wall Disclosure Ordinances			X
12. Bidder Certification CEC Form 50		X	
13. Prohibited Contributors (Bidders) CEC Form 55		X	
14. California Iran Contracting Act of 2010			X

**RECOMMENDATION**

That the Council, subject to the approval of the Mayor, authorize the Board of Public Works, on behalf of the Bureau of Sanitation, to execute the proposed Personal Services Contract with Golden Bell Products, Inc. for roach control and treatment services for the City's wastewater conveyance system for a term of five years at a cost not to exceed \$995,000.

**SUMMARY**

In accordance with Executive Directive No. 3, the Board of Public Works (Board), on behalf of the Bureau of Sanitation (Bureau), requests authority to execute the proposed Personal Service Contract with Golden Bell Products, Inc. (Golden Bell) to provide roach control and treatment services for the City's wastewater conveyance system. The term of the contract is five years and the maximum allowable compensation is \$995,000. In accordance with Los Angeles Administrative Code Section 10.5(a), Council approval is required as the term of the contract exceeds three years. The City Attorney has reviewed the proposed contract as to form.

 WKP      Analyst      10190035	 City Administrative Officer
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## Background

The Bureau operates and maintains a wastewater conveyance system that includes 6,700 miles of sewers, 140,000 maintenance structures, 47 pumping plants, and four water reclamation facilities. This system serves the City's four million residents as well as residents and property owners within the City's 29 contract agencies. The operation and maintenance of this system is regulated by the City's Sewer Systems Management Plan (SSMP) and National Pollutant Discharge Elimination System (NPDES) permit. An effective program to control the roach population within the sewers is critical to the operation of this system, which allows the City to comply with regulatory requirements and protect public health, safety, and the environment. The City has historically contracted out roach control and treatment services and the current contract with Golden Bell expired on July 12, 2018.

## Contractor Selection Process

On June 25, 2015, the Personnel Department determined that City employees do not possess the expertise to perform roach control and treatment services. Therefore, on May 19, 2017, the Board authorized the Bureau to distribute a Request for Proposals (RFP) for this work. Golden Bell submitted the only proposal and the Bureau reviewed and evaluated Golden Bell's proposal based on the following criteria:

Evaluation Criteria	Golden Bell's Score
Qualifications (30 points)	28.50
Cost and Budget Control (25 points)	22.81
Proposal Content and Schedule (25 points)	22.50
Responsiveness to RFP (20 points)	18.25
Total Score (100 points)	92.06

Based on Golden Bell's score and their previous work experience with the City, the Bureau recommended contracting with Golden Bell for these services. On August 27, 2018, the Board approved the Bureau's request to award a Personal Services Contract to Golden Bell.

## Scope of Work

Under the provisions of Article 4 of the contract, Golden Bell will provide the following services:

- Provide roach control and treatment services to approximately 32,000 maintenance holes (MH) over a five year period by applying INSECTA, an insecticidal latex coating designed for vector control application, on the interior of sanitary sewer MHs;
- Mark each MH lid with an identifying white dot after being treated;
- Report the number of MHs treated when submitting billing invoices and provide the location and identification number of MHs treated, the applicator's name, method of treatment and chemicals used, warranty period, special conditions or observations made by the crew, and the date(s) of treatment;
- Submit to the Bureau for approval at least one week in advance the proposed MH treatment schedule to ensure that treatment does not conflict with Bureau sewer maintenance activities;
- Notify the Bureau of broken MH covers or inaccessible MHs;
- Implement pedestrian and traffic control measures when working in the public right-of-way;

- Respond to requests from the Bureau to treat severely infested MHs under emergency situations within seven business days; and
- Retain all records, audits, and reports for a period of no less than three years after the expiration of the contract.

The contract also guarantees the application for two years from the date of treatment and if 20 living roaches are found in the MH during the warranty period, Golden Bell will be required to re-treat the MH at no additional cost. Golden Bell is required to maintain all necessary permits and certifications to perform this work as well as comply with all applicable Federal, State, and local safety regulations. The contract provides no guarantee of minimum amount of work and services will be requested by the Bureau on an as-needed basis.

### **Compensation for Services**

In accordance with Article 4.21 of the contract, Golden Bell will be compensated at a unit price of \$24.50 per MH treated for the first two years of the contract. The unit price for the last three years of the contract will include an increase of up to 2.5 percent to reflect adjustments in the Consumer Price Index, which would increase the unit price to \$25.11, \$25.74, and \$26.38 for the last three years.

Funding will be provided from the Sanitation Expense and Equipment Account, a special purpose fund appropriation within the Sewer Construction and Maintenance Fund. The 2018-19 Adopted Budget provides \$150,000 for this contract and subsequent year funding will be provided through the City's annual budget development process, which is subject to Mayor and Council approval. The contract includes a Financial Liability Clause which limits the City's annual financial obligation to the corresponding amount approved in the Bureau's annual budget for this contract.

### **Compliance with City Contracting Requirements**

To the best of our knowledge, Golden Bell has complied with all City contracting requirements. On January 4, 2017, the Mayor's Office approved an exemption from the Business Inclusion Program as the proposed work is expert and highly specialized in nature and there are no subcontracting opportunities. In addition, the Disclosure of Border Wall Ordinance went into effect on July 18, 2018 and was not incorporated into the standard provisions language for this contract. The Bureau requested Golden Bell to complete the affidavit and upload the signed document onto the City's Business Assistance Virtual Network (BAVN) as instructed in the memorandum dated July 16, 2018 from the Director of the Bureau of Contract Administration. Golden Bell was not required to complete the Iran Contracting Act of 2010 Compliance Affidavit as the contract amount is less than \$1 million.

### **FISCAL IMPACT STATEMENT**

There is no General Fund impact as the 2018-19 Adopted Budget provides \$150,000 in the Sanitation Expense and Equipment Account, a special purpose fund appropriation within the Sewer Construction and Maintenance Fund, to support the first year cost of this contract. Subsequent year funding will be provided through the City's annual budget development process, which is subject to Mayor and Council approval. Consistent with the City's Financial Policies, the contracts include a Financial Liability Clause which limits the City's annual financial obligation to the amount of funding provided in the corresponding year's annual budget.

**BOARD OF PUBLIC WORKS  
MEMBERS**

**KEVIN JAMES**  
PRESIDENT

**HEATHER MARIE REPENNING**  
VICE PRESIDENT

**MICHAEL R. DAVIS**  
PRESIDENT PRO TEMPORE

**JOEL F. JACINTO**  
COMMISSIONER

**AURA GARCIA**  
COMMISSIONER

**CITY OF LOS ANGELES**

CALIFORNIA



**ERIC GARCETTI**  
MAYOR

**OFFICE OF THE  
BOARD OF PUBLIC WORKS**

**DR. FERNANDO CAMPOS**  
EXECUTIVE OFFICER

200 NORTH SPRING STREET  
ROOM 361, CITY HALL  
LOS ANGELES, CA 90012

TEL: (213) 978-0261  
TDD: (213) 978-2310  
FAX: (213) 978-0278

<http://bpw.lacity.org>

August 27, 2018

BPW-2018-0720

Mayor Eric Garcetti  
Room No. 305  
City Hall  
Attn: Mandy Morales

**PERSONAL SERVICES CONTRACT - SEWER ROACH CONTROL TREATMENT**

As recommended in the accompanying report of the Director of the Bureaus of Sanitation and Contract Administration, which this Board has adopted, the Board of Public Works recommends that the Mayor and Council approve and authorize the President or two members of the Board of Public Works or designee to:

1. Execute a Personal Services Contract with Golden Bell Products, Inc. to provide sewer roach control and treatment. The term of the proposed agreement shall be five years. The contract ceiling is \$995,000.

**FISCAL IMPACT**

There is no impact to the General Fund. The total funding for this project is not to exceed \$995,000. Funding for FY 2018/19 in the amount of \$150,000 is available in the Sewer Construction and Maintenance Operation, Fund No. 760, Appropriation Unit No. 50RX82.

Sincerely,

DR. FERNANDO CAMPOS,  
Executive Officer, Board of Public Works

FC:jc




BUREAU OF SANITATION  
BUREAU OF CONTRACT ADMINISTRATION  
JOINT BOARD REPORT NO. 1  
AUGUST 27, 2018

ADOPTED BY THE BOARD  
PUBLIC WORKS OF THE CITY  
of Los Angeles California  
AND REFERRED TO THE MAYOR  
AUG 27 2018

AND REFERRED TO THE CITY COUNCIL

CD: ALL

  
Executive Officer  
Board of Public Works

AUTHORITY TO AWARD AND EXECUTE A PERSONAL SERVICES CONTRACT  
WITH GOLDEN BELL PRODUCTS, INC. FOR SEWER ROACH CONTROL AND  
TREATMENT

---

### RECOMMENDATIONS

1. Approve and forward this report with transmittals to the Mayor and City Council (Council) with the request that the Board of Public Works (Board) be authorized to execute a Personal Services Contract with Golden Bell Products, Inc. to provide sewer roach control and treatment. The term of the proposed agreement shall be five years. The contract ceiling is \$995,000.
2. Upon the Mayor's and Council's authorization, the President or two members of the Board will execute the contract.
3. Return the executed contract to the LA Sanitation (LASAN) for further processing. For pick up, contact Paul Blasman of the Wastewater Collection Systems Division (WCSD) at (323) 342-6040.

### TRANSMITTALS

1. Copy of the adopted LASAN and Bureau of Contract Administration Joint Board Report No. 1, dated May 19, 2017 authorizing LASAN to distribute a Request for Proposals (RFP) and to negotiate a contract for sewer roach control and treatment.
2. Copy of the proposed Personal Services Contract between the City of Los Angeles City and Golden Bell Products, Inc. Originals will be delivered to the Board Office when Paul Blasman is notified that the contract is ready for execution.
3. Copy of the Business Inclusion Program outreach requirements waiver by the Mayor's Office on January 4, 2017.

## DISCUSSION

### **Background**

The City owns, maintains and operates one of the largest wastewater systems in the nation. This includes 6,700 miles of sewers, 140,000 maintenance structures, 47 wastewater pumping plants, and four water reclamation plants within a 600 square mile service area that serves over four million people. In addition, there are 29 contract agencies that use the City wastewater conveyance system. LASAN is responsible for the operation and maintenance of its collection system per the Sewer System Management Plant (SSMP) and National Pollutant Discharge Elimination System (NPDES) permits. In order to continue to provide exceptional wastewater conveyance service to the residents of Los Angeles, as well as protect public health, safety, and the environment, there is an on-going need to control the roach infestation in the sewer system through the effective implementation of a roach control and treatment program.

### **The RFP Process**

The City was seeking a qualified contractor to perform roach control/treatment by applying an insecticidal latex coating to the inside of sewer maintenance holes (MH) up to a depth of eight feet. The effectiveness of the treatment should last at least two years, longer than conventional spray applications which normally last three to six months. The proposers were required to possess the qualifications and provide the services outlined below:

1. Licensed by the California Department of Pesticide Regulation with the required categories A, C and N, as well as possess a Pest Control Business License along with registration with the County Agricultural Commissioner prior to proposal submittal.
2. Demonstrate a minimum level of five years direct experience in providing roach control/treatment in wastewater treatment applications.
3. Must have performed roach control and treatment for sewer MH in excess of 10,000 structures, and performed other jobs similar in size and scope to the work specified in the RFP.

In response to the RFP, one proposal was submitted on time by Golden Bell Products, Inc. The proposal was sent to LASAN's Centralized Contract Unit (CCU) for review. CCU deemed the proposer responsive to the requirements of the RFP.



### Roach Control and Treatment – Proposal Evaluations

The evaluation and scoring of Golden Bell Products, Inc.'s technical proposal was completed by an evaluation panel consisting of four LASAN WCD staff.

The proposal was evaluated based on the four evaluation criteria set forth in the RFP: Qualifications (30%), Cost and Budget Control (25%), Proposal Content and Schedule (25%), and Overall Proposal Responsiveness (20%). The average score from the evaluation panel for each criterion is shown in Table 1.

<b>Table 1: Golden Bell Products, Inc.'s Proposal Score</b>	
<b>EVALUATION CRITERIA</b>	<b>GOLDEN BELL PRODUCTS, INC. SCORE</b>
QUALIFICATIONS (30%)	28.50
COST AND BUDGET CONTROL (25%)	22.81
PROPOSAL CONTENT AND SCHEDULE (25%)	22.50
OVERALL PROPOSAL RESPONSIVENESS (20%)	18.25
<b>TOTAL SCORE (100%)</b>	<b>92.06</b>

Golden Bell Products, Inc.'s proposal completely responded to each section of the RFP. Given their past experience with the City, responsiveness and technical ability, they were found to satisfy the needs of the City.

### Cost Estimates

Table 2 shows Golden Bell Products, Inc.'s cost estimate for the roach control and treatment project per fiscal year (FY).

<b>Table 2: Golden Bell Products, Inc. - Cost Estimates</b>	
<b>Year</b>	<b>Price per Maintenance Hole</b>
FY 18/19	\$24.50
FY 19/20	\$24.50
FY 20/21	\$24.50 + increase
FY 21/22	FY 20/21 + increase
FY 22/23	FY 21/22 + increase

Page 4

Under the proposed agreement, the unit price per sewer MH for the first two years shall be fixed. Price increases for the remainder of the contract shall be limited to once per year and capped at 2.5% of the previous FY unit price. All price increases shall be negotiated and mutually agreed upon by both the City and Golden Bell Products, Inc.

#### **PROPOSED TERM OF AGREEMENT AND COST CEILING**

The term of the proposed contract will be for five years, and the contract ceiling for the entire term is \$995,000.

#### **BUSINESS INCLUSION PROGRAM**

On January 12, 2011, the Mayor issued Executive Directive No. 14 (ED14) which created the Business Inclusion Program (BIP). It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and all Other Business Enterprise (OBE) firms an equal opportunity to participate in the performance of all City contracts in accordance with ED14.

Roach control and treatment activities are essentially limited to applying a special insecticidal coating to the City sewer structures. As a result of these specialized activities, there are few (if any) opportunities for BIP participation. The BIP outreach requirements were waived by the Mayor's Office on January 4, 2017 (Transmittal No. 3). Even though the BIP outreach requirements had been waived, LASAN strongly encouraged all proposers to solicit and utilize subcontractors whenever possible.

#### **LOCAL BUSINESS PREFERENCE (LBP) PROGRAM**

City Ordinance No. 18190 adopted the LBP Program, which is designed to increase employment and expenditures in the local private sector. Proposers that qualify as a Local Business Enterprise (LBE) are granted an additional eight percent preference to their score at the time the RFP responses are evaluated. The Preference allowed by the Ordinance for the utilization of LBE subcontractors was not applied to the evaluation process for this contract because only one proposal was received. Golden Bell Products, Inc. is not a certified LBE.

#### **OTHER CITY POLICIES AND REQUIREMENTS**

Golden Bell Products, Inc. shall comply with all City requirements, including:

- Non-Discrimination/Equal Employment Practices/Affirmative Action

- Living Wage and Worker Retention Ordinances
- Equal Benefits Ordinance
- Contractor Responsibility Ordinance
- Business Tax Registration Certificate
- Child Support Obligations Ordinance
- Insurance and Performance Bond Requirements
- Slavery Disclosure Ordinance
- Americans with Disabilities Act
- Municipal Lobbying Ordinance
- Los Angeles Residence Information
- Contract History
- Non-Collusion Affidavit
- First Source Hiring Ordinance
- Contractor Bidder Campaign Contribution and Fundraising Restriction
- Iran Contracting Act of 2010
- Fair Chance Initiative for Hiring Ordinance

#### **NOTIFICATION OF INTENT TO CONTRACT**

The required Notification of Intent to Contract was filed on November 28, 2016 with the CAO Clearinghouse.

#### **CHARTER SECTION 1022**

The City Administrative Officer issued the 1022 determination report on June 25, 2015 and determined that there was an insufficient number of City staff to perform the work proposed to be contracted.

#### **Peak Hour Construction and Right-of-Way Obstruction Regulations**

All contractors must comply with the requirements specified in the Los Angeles Municipal Code Section 62.61 related to peak hour traffic restrictions, unless an exemption from Peak Traffic Hours Prohibition is approved.

### **CONTRACTOR RESPONSIBILITY ORDINANCE**

All contractors participating in this program are subject to compliance with the requirements specified in the City's Contractor Responsibility Ordinance no.173677, [Article 14, Chapter 1, Division 10, L.A.C.C.]. Failure to comply with the requirements specified in this ordinance will render the bidder's contract subject to termination pursuant to the conditions expressed therein.

### **CONTRACTOR PERFORMANCE EVALUATION**

In accordance with Article 13, Chapter 1, Division 10 of the City Administrative Code, the appropriate City personnel responsible for quality control of this personal services contract shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration upon completion of this contract.

### **LOS ANGELES RESIDENCE INFORMATION**

The headquarters of Golden Bell Products, Inc. is 1200 N Jefferson St. Unit M, Anaheim, CA 92807. Golden Bell Products, Inc. employs nine people, none of whom reside in the City of Los Angeles.

### **APPROVED AS TO FORM**

The proposed contract has been approved as to form by the Office of the City Attorney.

### **CONTRACT ADMINISTRATION**

Responsibility for the administration of this contract will be with the WCSD of LASAN.

### **STATUS OF FINANCING**

There is no impact to the General Fund. The total funding for this project is not to exceed \$995,000. Funding for FY 2018/19 in the amount of \$150,000 is available in the Sewer Construction and Maintenance Operation, Fund No. 760, Appropriation Unit No. 50RX82. Funds and Appropriations for future fiscal years are not yet identified and may change based on available cash balances. Therefore, Funds and Appropriations, will be determined by the Director of Sanitation or designee.

As of the date of the Board Report, funding has been verified and approved by the Director of Office of Accounting.

BUREAU OF SANITATION  
BUREAU OF CONTRACT ADMINISTRATION  
JOINT BOARD REPORT NO.1  
AUGUST 27, 2018

Page 7

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to the Contractor unless the City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract.

The Contractor agrees that any services provided by the Contractor, purchases made by the Contractor or expenses incurred by the Contractor in excess of the appropriation(s) shall be free and without charge to the City and the City shall have no obligation to pay for the services, purchases or expenses. The Contractor shall have no obligation to provide any services, provide any equipment, or incur any expense in excess of the appropriation, amount(s) until the City appropriates additional funds for this Contract.



BUREAU OF SANITATION  
BUREAU OF CONTRACT ADMINISTRATION  
JOINT BOARD REPORT NO.1  
AUGUST 27, 2018

Page 8

(SHK BGB AHH)

COMPLIANCE REVIEW PERFORMED  
AND APPROVED BY:

Respectfully submitted,

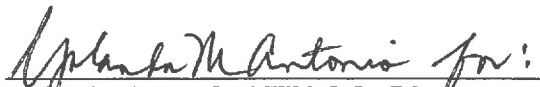


HANNAH CHOI, Assistant Director  
Bureau of Contract Administration

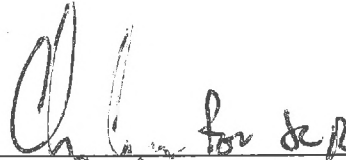


ENRIQUE C. ZALDIVAR, Director  
Bureau of Sanitation

APPROVED AS TO FUND:



VICTORIA A. SANTIAGO, Director  
Office of Accounting  
F760/50RX82 \$150,000  
Date: 8-17-18



JOHN L. REAMER, Jr., Director  
Bureau of Contract Administration



LISA MOWERY, Chief Financial Officer  
Bureau of Sanitation  
Date: 8-13-18

Prepared by:  
Nabih Akar III, WCSD  
323-342-1550

**TRANSMITTAL 1**

**JOINT BOARD REPORT TO DISTRIBUTE THE  
RFP**

## **DEPARTMENT OF PUBLIC WORKS**

**BUREAU OF SANITATION  
BUREAU OF CONTRACT ADMINISTRATION  
JOINT BOARD REPORT NO. 1  
May 19, 2017**

**CD: ALL**

### **AUTHORITY TO DISTRIBUTE A REQUEST FOR PROPOSALS (RFP) AND TO NEGOTIATE A PERSONAL SERVICES CONTRACT FOR SEWER ROACH CONTROL/TREATMENT**

#### **RECOMMENDATIONS**

**Authorize the Director of the Bureau of Sanitation (LA Sanitation) to:**

- 1. Distribute and advertise the transmitted Request for Proposals (RFP) for Sewer Roach Control/Treatment.**
- 2. Evaluate the proposals, interview and select the most qualified proposer(s) based on established rating criteria.**
- 3. Negotiate a contract(s) with the most qualified proposer(s).**
- 4. Return to the Board of Public Works (Board) for authority to execute the contract(s).**

#### **TRANSMITTAL**

- 1. Copy of the RFP to provide Sewer Roach Control/ Treatment.**
- 2. Copy of Business Inclusion Program (BIP) Outreach Waiver approved via email dated January 4, 2017.**

#### **DISCUSSION**

##### **Background**

**The City of Los Angeles (City) owns, maintains and operates one of the largest wastewater systems in the nation. This includes 6,700 miles of sewers, 140,000 maintenance structures, forty seven (47) pumping plants, and four (4) water reclamation plants within a six hundred (600) square mile service area that serves over four (4) million people. In addition, there are twenty-nine (29) contract agencies (satellite systems) that use the City sewage conveyance system. LA Sanitation is responsible for the operation and maintenance of its collection system per the Sewer System Management Plant (SSMP) and National Pollutant Discharge Elimination System (NPDES) permits..**

Page 2

In order to continue to provide exceptional wastewater conveyance service to the residents of Los Angeles, protect public health and safety, as well as the environment, there is an on-going need to control the cockroach infestation in the sewer system through the effective implementation of a cockroach control and treatment program. Although cockroaches live and breed on both public and private property, the City is only responsible for the control of the cockroach population in the public sewers.

LA Sanitation is seeking a qualified contractor to perform roach control/treatment by applying an insecticidal latex coating to the inside of sewer maintenance holes up to a depth of eight (8) feet. The effectiveness of the treatment should last at least two (2) years, longer than conventional spray applications which normally last three (3) to six (6) months. The selected contractor(s) shall possess the qualifications and provide the services as outlined below:

1. Licensed by the California Department of Pesticide Regulation with the required categories A, C and N, possession of a Pest Control Business License, and registered with the County Agricultural Commissioner prior to proposal submittal.
2. The Proposer must demonstrate a minimum level of five (5) years direct experience in providing roach control/treatment in wastewater treatment applications.
3. The Proposer must have performed roach control/treatment for sewer system maintenance holes in excess of ten thousand (10,000) structures, and performed at least other jobs similar in size and scope to the work specified herein.

LA Sanitation may select a single contractor or multiple contractors based on the evaluation of the proposals submitted for this RFP.

**Request for Proposals**

This RFP (Transmittal No. 1) is a solicitation for proposals from experienced contractors to provide services for sewer roach control/treatment. These services require the application of registered pesticides which is beyond the expertise of LA Sanitation staff.

**Rationale for using an RFP**

The RFP process is being used instead of the bid process in order to solicit the best available specialized and certified pesticide vendor at the most competitive price. The review committee will entertain all proposals in order to determine which proposal(s) will bring the greatest benefit to the City.

**Cost Estimate and Proposed Term of Contract**

The ceiling shall not exceed \$995,000 over the five (5) year contract period. The funding will be made available through the normal budgetary process.

**Selection Process and Evaluation Criteria**

LA Sanitation will form a selection committee to rate the proposals, negotiate a contract(s) with the most responsive proposer(s), and subsequently return with a recommendation to the Board for authorization to enter into contract(s) with the selected proposer(s).

Each proposal will be reviewed and ranked by the review committee for the following:

- Record of past performance – 30%  
Experience of the key personnel or others assigned to this contract. Proven experience of at least five (5) years, and a successful record of roach control/treatment. Proven customer satisfaction. Experience in performing roach control/treatment for sewer system maintenance holes in excess of ten thousand (10,000) structures and performed at least other jobs similar in size and scope to the work specified herein.
- Operational/Financial Experience – 40%  
Demonstration of adequate knowledge, and experience. Compliance with local, state and federal regulations, as well as City policies. Willingness to cooperate with the City to deliver the project effectively and efficiently.
- Cost – 30%  
Evaluation of the financial strength of the proposer and the overall cost based on the cost schedule shown in Appendix A of the RFP

**World Wide Web**

The RFP will also be posted on the City Web Site, [www.labavn.org](http://www.labavn.org) in compliance with City Council Motion 95-1060-S2.

**Compliance with Board RFP Policy**

As per Board policy, this RFP was delivered to the Secretary of the Board prior to Board consideration thereof.

**Business Inclusion Program (BIP) Requirements**

On January 12, 2011, the Mayor issued Executive Directive No. 14 (ED14) which created the BIP. It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and all Other Business Enterprise (OBE) concerns and equal opportunity to participate in the performance of all City contracts in accordance with ED14.

Roach control and treatment activities are essentially limited to applying a special insecticidal coating to the City sewer structures. As a result of these limited, specialized activities, the BIP outreach requirements were waived by the Mayor's Office on January 4, 2017 (Transmittal No. 2). Although the BIP outreach requirements have been waived, LASAN strongly encourages all proposers to solicit and utilize subcontractors whenever possible.



**Local Business Preference (LBP) Program**

All Proposers are eligible to participate in the LBP Program by qualifying as a Local Business Enterprise (LBE). The City shall grant eight percent (8%) of the total possible evaluation points added to their evaluation score to those Proposers who are certified as an LBE firm. Those Proposers who do not qualify as an LBE, but identify qualified LBE-certified subcontractors to perform work under this RFP, will receive a one percent (1%) preference, up a maximum of five percent (5%), of the total possible evaluation points added to their evaluation score for every ten percent (10%) of the cost of the proposed work to be performed by certified LBE subcontractors.

Further information regarding the LBP Program is provided in Attachment 12.

**Notification of Intent to Contract**

The "Notification of Intent to Contract" Form was filed with the CAO (City Administrative Office) Clearinghouse on November 28, 2016.

**Charter Section 1022**

The report from the Personnel Department regarding the Charter Section 1022 determination was completed on June 25, 2015. The Personnel Department determined that City employees do not have the expertise to perform the work.

**Other City Policies and Requirements**

Contractor(s) will be required to comply with the provisions of the following:

- Non-Discrimination/Equal Employment/Affirmative Action
- Insurance and Bond Requirements
- Business Tax Registration Certificate
- Service Contractor Worker Retention and Living Wage Ordinances
- Equal Benefits Ordinance
- Municipal Lobbying Ordinance
- Slavery Disclosure Ordinance
- Child Support Obligations Policy
- Americans with Disabilities
- Non-Collusion Affidavit
- Los Angeles Residence Information
- City of Los Angeles Contract History
- First Source Hiring Ordinance
- Contract Bidder Campaign Contribution and Fundraising Restrictions
- Fair Chance Initiative for Hiring Ordinance

The necessary attachments and forms pertaining to these requirements are included as part of the RFP.

Bureau of Sanitation  
Bureau of Contract Administration  
Joint Board Report No. 1  
May 19, 2017

Page 5

**Peak Hour Construction and Right-of-Way Obstruction Regulations**

All contractors must comply with the requirements specified in the Los Angeles Municipal Code Section 62.61 related to peak hour traffic restrictions, unless an exemption from the Peak Traffic Hours Prohibition is approved.

**Contractor Performance Evaluation**

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City personnel responsible for the quality control of this personal services contract shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration upon completion of the contract.

**Contractor Responsibility Ordinance**

All contractors participating in this program are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance 3173677, [Article 14, Chapter 1, Division 10, L.A.C.C.]. Failure to comply with all requirements specified in the Ordinance will render the bidder's contract subject to termination pursuant to the conditions expressed therein.

**Contract Administration**

Responsibility for the administration and management of this Contract will rest with the Wastewater Collections Systems Division of LA Sanitation.

**FUTURE ACTION**

Upon Board authorization, the RFP will be advertised on the Los Angeles Business Assistance Virtual Network (LABAVN). A selection committee will evaluate the proposals received. After evaluation, the most responsive proposer(s) will be interviewed and ranked. LA Sanitation will negotiate personal services contract(s) with the most qualified proposer(s) to provide the required services stated in the RFP. The Board of Public Works will be requested in a subsequent report to authorize, award, and execute the contract based upon the highest ranked and the most qualified contractor(s).

**STATUS OF FINANCING**

There is no impact to the General Fund. This contract will be funded by the Sewer Operations and Maintenance Fund No. 760. Specific funding information will be provided in the awarding board report.

Bureau of Sanitation  
Bureau of Contract Administration  
Joint Board Report No. 1  
May 19, 2017

Page 6

Compliance Review Performed  
And Approved By:



Hannah Choi, Program Manager  
Office of Contract Compliance  
Bureau of Contract Administration

(BGB LM SHK AH)

Respectfully Submitted

  
\_\_\_\_\_  
ENRIQUE C. ZALDIVAR, Director  
Bureau of Sanitation  
\_\_\_\_\_  
JOHN L. REAMER, Director  
Bureau of Contract Administration

Prepared by:  
Norman A. Ronquillo, WCSD  
(323) 342 6039

TRANSMITTAL 2

BPW-2018-0720

CONTRACT NO. C- ##### C180699

WORK ORDER # SWC00013

SERVICE AGREEMENT  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
GOLDEN BELL PRODUCTS  
FOR  
ROACH CONTROL AND TREATMENT  
SERVICES

## ROACH CONTROL AND TREATMENT CONTRACT

### TABLE OF CONTENTS

ARTICLE 1 – CONSTRUCTION OF PROVISIONS AND TITLES HEREIN.....	8
ARTICLE 2 – DEFINITIONS.....	8
ARTICLE 3 – PROJECT DESCRIPTION.....	11
ARTICLE 4 – RESPONSIBILITIES OF AND SERVICES TO BE PERFORMED BY THE CONTRACTOR.....	11
ARTICLE 5 – KEY CONTRACTOR PERSONNEL .....	27
ARTICLE 6 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY .....	29
ARTICLE 7 – TERM OF AGREEMENT AND TIME OF EFFECTIVENESS .....	30
ARTICLE 8 – TERMINATION .....	30
ARTICLE 9 – SUSPENSION .....	35
ARTICLE 10 – SUBCONTRACT APPROVAL.....	35
ARTICLE 11 - COMPENSATION, INVOICING, AND PAYMENT .....	36
ARTICLE 12 - AMENDMENTS, CHANGES, OR MODIFICATIONS .....	43
ARTICLE 13 – INDEMNIFICATION AND INSURANCE.....	43
ARTICLE 14 – INDEPENDENT CONTRACTORS .....	45
ARTICLE 15 – WARRANTY AND RESPONSIBILITY OF CONTRACTOR.....	46
ARTICLE 16 - INTELLECTUAL PROPERTY INDEMNIFICATION .....	47
ARTICLE 17 – INTELLECTUAL PROPERTY WARRANTY.....	48
ARTICLE 18 – OWNERSHIP AND LICENSE .....	48
ARTICLE 19 – SUCCESSORS AND ASSIGNS .....	50
ARTICLE 20 – CONTACT PERSONS - PROPER ADDRESSES – NOTIFICATION .....	50



ARTICLE 21 – FORCE MAJEURE (EXCUSABLE DELAYS).....	51
ARTICLE 22 – SEVERABILITY.....	52
ARTICLE 23 – DISPUTES .....	53
ARTICLE 24 – ENTIRE AGREEMENT .....	53
ARTICLE 25 – APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT .....	53
ARTICLE 26 – CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED.....	54
ARTICLE 27 – WAIVER.....	55
ARTICLE 28 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION.....	55
ARTICLE 29 – PERMITS.....	55
ARTICLE 30 –BEST TERMS .....	56
ARTICLE 31 - CLAIMS FOR LABOR AND MATERIALS .....	56
ARTICLE 32 – BREACH.....	56
ARTICLE 33 - MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT.....	57
ARTICLE 34 – CHILD SUPPORT ASSIGNMENT ORDERS .....	58
ARTICLE 35 – LIVING WAGE ORDINANCE .....	59
ARTICLE 36 – WORKER RETENTION ORDINANCE.....	59
ARTICLE 37 – ACCESS AND ACCOMMODATIONS .....	59
ARTICLE 38 – CONTRACTOR RESPONSIBILITY ORDINANCE.....	60
ARTICLE 39 – LOS ANGELES BUSINESS INCLUSION PROGRAM .....	61
ARTICLE 40 – SLAVERY DISCLOSURE ORDINANCE .....	61

ARTICLE 41 – CONTRACTOR PERFORMANCE EVALUATION ORDINANCE.....	62
ARTICLE 42 – MUNICIPAL LOBBYING ORDINANCE .....	62
ARTICLE 43 - FIRST SOURCE HIRING ORDINANCE.....	63
ARTICLE 44 - COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12) FOR MEASURE H/CONTRACTOR CONTRIBUTIONS/FUNDRAISING .....	63
ARTICLE 45 – IRAN CONTRACTING ACT .....	64
ARTICLE 46 - INTEGRATED CONTRACT.....	65
ARTICLE 48 – LOCAL BUSINESS PREFERENCE ORDINANCE.....	66
ARTICLE 49 – CONTRACTOR’S USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS .....	66
ARTICLE 50 – COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS .....	67
ARTICLE 51 – COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164 .....	67
ARTICLE 52 – POSSESSORY INTERESTS TAX .....	68
ARTICLE 53 – CONFIDENTIALITY .....	69

## **EXHIBITS**

<b>EXHIBIT 1</b>	<b>ESTIMATED PROJECT COST SCHEDULE</b>
<b>EXHIBIT 2</b>	<b>CONTRACTOR RESPONSIBILITY ORDINANCE</b>
<b>EXHIBIT 3</b>	<b>CITY BUSINESS TAX REGISTRATION</b>
<b>EXHIBIT 4</b>	<b>INSURANCE AND BONDS</b>
<b>EXHIBIT 5</b>	<b>BUSINESS INCLUSION PROGRAM WAIVER</b>
<b>EXHIBIT 6</b>	<b>LIVING WAGE ORDINANCE AND WORKER RETENTION ORDINANCE</b>
<b>EXHIBIT 7</b>	<b>LOS ANGELES RESIDENCE INFORMATION FORM</b>
<b>EXHIBIT 8</b>	<b>NON-COLLUSION AFFIDAVIT</b>
<b>EXHIBIT 9</b>	<b>MUNICIPAL LOBBYING ORDINANCE/BIDDER CERTIFICATION CEC FORM 50</b>
<b>EXHIBIT 10</b>	<b>STANDARD PROVISIONS FOR CITY CONTRACTS</b>
<b>EXHIBIT 11</b>	<b>CITY OF LOS ANGELES CONTRACT HISTORY FORM</b>
<b>EXHIBIT 12</b>	<b>CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND FUNDRAISING RESTRICTIONS/ BIDDER CERTIFICATION CEC FORM 55</b>

## **ROACH CONTROL AND TREATMENT CONTRACT**

This AGREEMENT, made and entered into by and between the City of Los Angeles, a municipal corporation acting by order of and through its Board of Public Works, hereinafter called the "CITY", and "Golden Bell Products, Inc." hereinafter referred to as the "CONTRACTOR "; is set forth as follows:

### **W I T N E S S E T H**

WHEREAS, the CITY has a need for contracting services for roach control and treatment services; and

WHEREAS, the CITY is committed to providing uninterrupted wastewater conveyance and treatment service to the citizens of Los Angeles; and

WHEREAS, the CONTRACTOR'S services are deemed to be vital to meet the CITY's commitment to protect public health, safety, and the environment; and

WHEREAS, the CITY plans to utilize the CONTRACTOR to provide services for treating the sewer structures with an insecticidal coating to control the roaches, during the course of a five year period subject to City Approval for the third, fourth, and fifth year; and

WHEREAS, on May 19, 2017, the Board of Public Works authorized the Bureau of Sanitation (LASAN) to distribute a REQUEST FOR PROPOSALS (RFP) for Roach Control and Treatment services and to negotiate a CONTRACT with a qualified proposer; and

WHEREAS, on July 20, 2017, LASAN received one proposal in response to the RFP; and

WHEREAS, Golden Bell Products, Inc. was deemed the only qualified proposer with the best experience, and expertise to perform said services as determined by CITY staff based on the evaluation criteria set forth in the RFP since it is a very specialized service; and

WHEREAS, the CONTRACTOR meets the State requirements to perform roach control and treatment; and

WHEREAS, the services to be provided by CONTRACTOR are of an expert and technical nature; and

WHEREAS, the CITY desires to retain the CONTRACTOR to provide the necessary roach control and treatment services for a five year period subject to City Approval for the third, fourth, and fifth year, in accordance with all applicable laws, rules, regulations

and other requirements of local, state, and federal governments for which the CITY finds that competitive bidding is not practical or advantageous; and NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the terms and conditions of this AGREEMENT, it is understood and agreed by and between the parties hereto as follows:

#### **ARTICLE 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 of this CONTRACT. The language of this CONTRACT shall be construed according to its fair meaning and not strictly for or against CITY or CONTRACTOR. The word "CONTRACTOR" includes the party or parties identified in this CONTRACT. The singular shall include the plural and if there is more than one CONTRACTOR, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

#### **ARTICLE 2 – DEFINITIONS**

It is understood that the following words and phrases are used herein; each shall have the meaning set forth opposite the same:



AGREEMENT/CONTRACT	This contractual agreement between the CITY and GOLDEN BELL PRODUCTS, INC. for ROACH CONTROL AND TREATMENT
BOARD	The Board of Public Works of the City of Los Angeles
CALENDAR DAYS	Each day beginning at 12:01 a.m. and ending twenty- four (24) hours thereafter at 12:00 midnight
CITY	The City of Los Angeles, Board of Public Works or its subordinate Bureaus. Depending on the context in which it is used, the term CITY may also refer to the geographic area known as the City of Los Angeles, the City Council, other Departments of the City of Los Angeles, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this document
CITY PROJECT MANAGER	CITY'S designated representative for all issues related to this AGREEMENT
CONTRACTOR	Golden Bell Products, Inc.

CONTRACTOR SERVICES	All services to be provided by the CONTRACTOR specified in this AGREEMENT
DIRECTOR	Director of LASAN or his/her designated representative
LASAN	Bureau of Sanitation, Department of Public Works, City of Los Angeles
INSECTA	Insecticide to be used in this AGREEMENT, unless otherwise specified
MBE/WBE/SBE/EBE/DVBE/ OBE	Minority/Women/Small/Emerging/Disabled Veteran/Other Business Enterprises
MH	Maintenance Hole
SERVICE	Roach Control and Treatment
USDOT	United States Department of Transportation
USEPA	United States Environmental Protection Agency

### **ARTICLE 3 – PROJECT DESCRIPTION**

The CITY owns, maintains, and operates one of the largest wastewater systems in the nation. LASAN is responsible for operating and maintaining the sewer collection system located throughout the CITY, which spans approximately 6,500 miles. In order to continue uninterrupted wastewater conveyance and treatment service to the citizens of Los Angeles, protect public health and safety, and protect the environment, there is an ongoing need to control the roach population in the sewer system through the effective implementation of a roach control and treatment program.

### **ARTICLE 4 – RESPONSIBILITIES OF AND SERVICES TO BE PERFORMED**

#### **BY THE CONTRACTOR**

The CONTRACTOR is to provide roach control and treatment services to approximately 32,000 MHs of the CITY's sewer system for a five year period subject to CITY approval for the third, fourth, and fifth year (CONTRACT term). The CONTRACTOR shall provide all labor, material and supplies to coat the interior of sanitary sewer MHs with INSECTA, an insecticidal latex coating for vector control application, upon the request of the CITY. The CONTRACTOR will be required to submit documentation of the treatment as required in Article 4.7. The CONTRACTOR shall report the number of MHs treated when submitting billing invoices and shall indicate in writing on each map the number of MHs treated, the applicator's name, and the date(s) of completion. This will serve as the

record of application for the CITY and warranty information. CONTRACTOR shall guarantee the effectiveness of each application. The CONTRACTOR shall perform the services described in Article 4.4.

The CONTRACTOR shall perform such work with a degree of skill and diligence normally employed by professional contractors performing the same or similar services. In the event insecticidal coating cannot be performed due to reasons such as MH(s) cannot be found, inaccessibility, heavy traffic, vehicle parked on top of MH, broken maintenance hole cover or heavy rain, the CONTRACTOR must document the reason(s) with specificity, notify the CITY'S PROJECT MANAGER, and proceed to the next MH to be treated. The CONTRACTOR must treat every MH requested by the CITY as provided in this Article.

If the CONTRACTOR found a MH not on the assigned maps the CITY'S PROJECT MANAGER needs to be notified before the MH is treated.

Where CONTRACTOR fails to meet the performance standards and guarantee requirements set forth in this Article, CONTRACTOR shall provide corrective services without charge to the CITY within 30 calendar days of a written request by the CITY. If CONTRACTOR fails or refuses to provide such corrective services, the CITY may render or undertake the performance thereof and the CONTRACTOR shall be liable for any expense incurred by the CITY.

Services shall include, but not be limited to the following:

#### 4.1 GENERAL REQUIREMENTS

The roach control, treatment, and inspection services provided by CONTRACTOR shall not result in any interruption of sewage/storm drain service to any customer in the CITY. Sewage must be controlled within the pipeline at all times. The CONTRACTOR shall maintain a proper license for application of registered pesticides in sewer MHs, and must be licensed by the California Agricultural Department of Pesticide Regulation with the required categories A, C and N as well as possess a Pest Control Business License.

The CONTRACTOR shall provide copies of all field inspections and roach control and treatment reports to the CITY. For the purpose of backup documentation, a copy of the completed work reports as well as any other written information required under this AGREEMENT shall be kept by the CONTRACTOR for a period of three years following termination of this AGREEMENT. The CONTRACTOR shall mark each MH lid with an identifying white dot after being treated. The CONTRACTOR shall notify and request the CITY for assistance, if needed, in connection with removal, dismantling, and replacement of any special equipment such as pressure covers, flow monitors or diversion gates within the MH structures.

The CONTRACTOR shall provide pictures of MHs with severe roach infestation and notes identifying the MH number and street location for future treatment and references as necessary. The notes shall identify all MHs with severe roach infestation.

The CONTRACTOR shall prepare a summary of the daily work with color coded maps as a record of the inspection and forward it to the CITY when the work is complete. All maps and records shall become the property of the CITY.

The CONTRACTOR shall obtain all necessary permits and observe all standard rules of safety for pedestrian and traffic control in accordance with USDOT, local laws, and accepted practice. Additionally, the CONTRACTOR shall demonstrate knowledge of current safety requirements.

The CONTRACTOR shall be responsible for each job site, subject to the directions of the CITY PROJECT MANAGER. The CONTRACTOR warrants that the services will be performed consistent with generally accepted industry standards.

The CONTRACTOR shall observe and comply with all Federal, State, and local laws, ordinances, codes, orders, and regulations which in any manner affect the conduct of the work, specifically as it relates to the sewer pest control treatment.

The CONTRACTOR shall be prepared to perform roach control and treatment immediately upon execution of the CONTRACT by the CITY. The CONTRACTOR is required to assume liability for all associated performance damages as specified.

The CONTRACTOR shall respond to requests from the CITY to treat severely infested MHs under emergency situations within seven business days.



Except as otherwise provided in this CONTRACT, the CONTRACTOR shall be and shall remain liable in accordance with applicable law for all damages to the CITY caused by CONTRACTOR'S negligent performance of any of the services furnished under this CONTRACT, except for errors, omissions or other deficiencies to the extent attributable to the CITY.

#### 4.2 NO GUARANTEE OF MINIMUM AMOUNT OF WORK

The services for this CONTRACT shall be requested as needed. The CITY is not obligated to assign any minimum or maximum amount of MHs to be treated under this CONTRACT. This also includes the number of MHs assigned per year during the duration of the CONTRACT. Any adjustment to the CONTRACTOR'S quantity shall be in accordance with the established LASAN policies existing at the time the adjustment is approved. Nothing in this CONTRACT shall be construed as obligating the CITY to do so.

#### 4.3 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 or as otherwise approved by CITY. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by CITY, (2) the expiration of this CONTRACT or (3) termination of this CONTRACT. The records will be subject to examination and audit by authorized CITY personnel or CITY'S representatives at any time. CONTRACTOR shall provide any reports requested by CITY regarding performance of this

CONTRACT. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, CONTRACTOR may, upon CITY'S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this CONTRACT.

#### 4.4 Scope of Services

- The CONTRACTOR shall apply INSECTA for vector control application in sanitary sewer MHs and treat to a depth of eight feet, with an approximate area covering 100 square feet per MH. The CONTRACTOR shall apply coating based on the manufacturer recommended rate of five MHs per gallon, not to exceed three pints per MH;
- The CONTRACTOR shall mark each MH cover with an identifying white dot during treatment. The CONTRACTOR shall make a complete and accurate record of the MHs sprayed and treated with INSECTA, and provide a copy to the CITY PROJECT MANAGER. All records and maps will become the sole property of the CITY without restrictions of future use, duplication, modification, and dissemination. The CONTRACTOR shall have no vested rights to the completed work and may not sell or reuse it without the CITY'S permission. The project data furnished to the CONTRACTOR for use in rendering project services shall remain the property of the CITY;

- Provide proper supervision at the job site during all phases of work; and
- Coordinate the service to be performed.

#### 4.5 EQUIPMENT SUPPLIES

- The CONTRACTOR shall provide all necessary equipment and supplies to perform the roach control and treatment required as specified herein. The CONTRACTOR shall prepare and treat according to manufacturer's specifications.

The CONTRACTOR shall have the ability to communicate with its crew at all times (i. e. cellular phone, radio, or other means). The CONTRACTOR shall have replacement equipment and supplies available within 24 hours in the event of equipment breakdown.

#### 4.6 SUPERVISION

The CONTRACTOR shall provide proper supervision at the job site during all phases of work. The CONTRACTOR shall be responsible for coordinating the work to be done. Work will take place in streets, alleys, resident's yards, right of ways and parking lots.

#### 4.7 SUMMARY OF TREATMENT AND DOCUMENTATION

An executive summary for the roach control and treatment, along with any pertinent details, shall be included as brief and informative comments of the MHs and the sewer system conditions. The CONTRACTOR shall complete a written list

during the inspection activities, and provide them to the CITY within one week of assignment.

The CONTRACTOR shall report the number of MHs treated when submitting billing invoices for approval by the CITY PROJECT MANAGER. The CONTRACTOR shall indicate in writing on each quarter map the number of MHs treated, the applicator's name, and the date of completion. This will serve as the record of application to the CITY and warranty information. The CITY will provide format of the report including maps indicating the locations of MHs.

Upon completing the roach control and treatment, the CONTRACTOR shall prepare a report of the MHs treated. The CONTRACTOR shall submit reports that provide, at a minimum, the following information:

- i. Report date
- ii. Project identification (indicate location, S-Map and Quad No.)
- iii. Date of treatment and applicator's names
- iv. List of MH numbers treated
- v. Location
- vi. Method of treatment and chemical used in the MHs
- vii. Warranty period
- viii. Special conditions or observations found by crew

In order to ensure the proper operation and maintenance of a sewer system, it is essential that the CONTRACTOR maintain accurate records of performance. It is imperative that the CONTRACTOR accurately reports all work accomplished, especially the condition of the MHs and covers. All required records must be completed and submitted to the CITY PROJECT MANAGER at the end of the treatment. All requests for payment must be accompanied by the report in order to process these requests.

The CITY reserves the right, at its discretion, to convert any written report to digitized form. The CONTRACTOR will be required to provide the documentation in an electronic format without extra cost to the CITY.

#### 4.8 ACCEPTABLE ROACH CONTROL AND TREATMENT

The treatment of the sewer MHs should be conducted per the requirements stated in this CONTRACT. The treatment requires the application of INSECTA, an insecticidal latex coating for vector control applications in sanitary sewer.

The insecticidal coating must be of a non-restricted contact pesticide, which shall contain a minimum 0.86% Chlorpyrifos [0, 0 Diethyl-0-(3, 5, 6 trichloro-2-pyridinal) phosphorothioate] as the active ingredient, and shall be formulated for effective, economical and long term sanitary sewer MH application. The insecticidal coating must be of an interior-exterior white semi-gloss finish and must be furnished in no smaller than a thirty-gallon, leak proof container. The product must be able to be course-sprayed using an airless, gas powered paint

sprayer and must be USEPA approved by the State of California. The CONTRACTOR shall provide a sample label. The label must show that the treatment of sewer MHs in California is approved by the USEPA. In addition, the product must be premixed and formulated within a USEPA approved establishment and not in the field.

If at any time the CITY is not satisfied with the quality and effectiveness of the treatment specified herein, the CITY may request the CONTRACTOR re-treat the MH or resubmit the records at no extra cost to the CITY. The CONTRACTOR'S substandard work may also result in the CITY terminating the CONTRACT.

#### 4.9 SUBSTITUTES AND PROVEN EQUIVALENTS

The CITY will consider use of any substitute or equivalent technologies, procedures, methods or materials. Should the CONTRACTOR choose to use other methods than as specified herein, the CONTRACTOR shall submit to the CITY for review complete descriptive literature naming the proposed substitution, including the manufacturer and method of application. It shall be the sole discretion of the CITY to allow such new technology, procedures, methods or materials, which will require CITY written approval before use. If such methodologies prove not to meet the treatment standards set forth herein, the CITY reserves the right to reject any substitute or equivalent technologies, procedures, methods or material which had been previously approved.



#### 4.10 ACCEPTABLE MATERIALS AND PERFORMANCE STANDARD

The CONTRACTOR must be familiar with the trade standards and the CITY'S requirement for sewer pest control. The CONTRACTOR must hold appropriate licensing for application of registered pesticides in sewer MHs, and must be licensed by the California Agricultural Department of Pesticide Regulation with the required categories A, C and N as well as possess a Pest Control Business License. The special chemical that will be used in the treatment shall be USEPA approved and must be effective to last for a period of two years.

If at any time the CITY is not satisfied with the treatment quality or performance of the CONTRACTOR, the CITY can terminate the roach control and treatment activities or the entire CONTRACT at any time. The CONTRACTOR shall only be paid for the actual work performed up to the termination of this CONTRACT.

#### 4.11 PERFORMANCE GUARANTEE

The CONTRACTOR must guarantee the application for two years from the date of treatment. The CONTRACTOR shall provide upon request, references of successful treatments that include the warranty period of two years of INSECTA. If more than 20 living roaches are found in the MH during the warranty period, the MH must be re-treated by the CONTRACTOR at no additional charge or obligation to the CITY. The CONTRACTOR shall re-treat any MH that was inspected by the CITY and found to have more than 20 living roaches within 30 days after receiving the written notification from the CITY.

#### 4.12 SERVICE AREA AND PRIVATE PROPERTY

Sewer service to homeowners shall not be interrupted. The CONTRACTOR shall respect the rights of the property owner, and not enter upon private property without obtaining written permission from the City and the owner of the property.

#### 4.13 SCHEDULING

For the non-special roach control requests, the CONTRACTOR shall submit a schedule at least one week in advance of when the maintenance holes of each map will be treated. No treatment shall be performed unless the CITY has received this schedule and has given the CONTRACTOR authorization to proceed.

All work shall be performed during normal business hours observed by the CITY (7:00 am to 4:00 pm PST Monday through Friday). Work during other hours, weekends, or holidays observed by the CITY may only be performed with written permission from the CITY. The CITY reserves the right to inspect all work as it is performed, and to reject any work that in the opinion of the CITY is defective in workmanship and materials. If the CITY deems that the work performed is defective in workmanship, the CITY can halt or terminate the work of the CONTRACTOR at any time. In the event that the work schedule proposed by the CONTRACTOR places the CITY at an inconvenience with respect to the inspection of the work, the CITY may require the CONTRACTOR to halt or delay the work, reduce the number of crews on the job, or take any other steps deemed

necessary by the CITY to enable the CITY to exercise the right to inspect. The CITY reserves the right to rearrange the CONTRACTOR'S schedule, as needed, to accommodate emergency work or other activity that may need to be performed in sewers scheduled to be cleaned per Section 4.1.

#### 4.14 PROPERTY DAMAGE CAUSED BY THE CONTRACTOR

Should any damages be caused to the public or private property by the CONTRACTOR or his employees, the CONTRACTOR will be required to make repairs immediately and return it to its original condition or better. The CITY may, however, elect to make repairs or replacements of damaged property and deduct the cost of such from monies due or to become due to the CONTRACTOR under this or any other CONTRACT with the CITY. All repairs and/or replacements must be performed to the satisfaction of the CITY.

#### 4.15 MAINTENANCE HOLE PREPARATION

No special requirements/preparations are needed to prepare the MHs for roach control and treatment. Should the CONTRACTOR deem that a special arrangement is needed in order to proceed through the insecticidal latex coating of the MH, it shall first be brought to the attention of the CITY PROJECT MANAGER for review to determine if the special arrangement is needed. The CITY shall provide advance notification to property owners prior to doing roach control and treatment in an Easement/Right of Way.

#### 4.16 BROKEN MAINTENANCE HOLE COVER AND SURCHARGES

If a MH cover is broken or a sewer section is surcharged, the CONTRACTOR shall immediately notify the CITY. Any sewer flow that exceeds a flow level of 75% shall be reported to the CITY no later than the close of the business day on the day that the condition is identified. The CITY will take the responsibility of changing the broken or damaged MH cover and addressing the surcharge problem.

#### 4.17 INACCESSIBLE MAINTENANCE HOLES

Some MHs are located in easements that are difficult to access. In the event that a MH cannot be located or is inaccessible, the CONTRACTOR shall move to the next MH where the work can be performed. The CONTRACTOR shall notify the CITY of the problem on the next working day and the CITY will investigate. The CONTRACTOR will then be required to return to the site to complete any unfinished sanitary sewer MH treatment after the problem has been rectified.

#### 4.18 EMERGENCY NOTIFICATION

The CONTRACTOR shall immediately notify the CITY whenever a surcharged sewer or a partial or total pipe blockage or broken MH is discovered. The CONTRACTOR shall contact the CITY at (323) 342-6002 or (213) 485-7575 during normal work hours, 7:00 am to 4:00 pm PST, Monday through Friday, except on holidays observed by the CITY, or the CITY'S emergency phone number at (310) 823-5507 at all other times. The CONTRACTOR shall indicate

the location, nature of the problem, and when the problem was first detected.

The CONTRACTOR may continue working, but shall stay onsite or nearby until CITY staff arrives, unless otherwise instructed by CITY representatives.

#### 4.19 SAFETY

The CONTRACTOR shall comply with all Federal, State, and local safety regulations and all applicable CAL-OSHA requirements.

No confined space entry is allowed, unless the CITY is notified in advance and approves the request. If confined space entry into a live sewer is necessary, and the CITY approves it, continuous ventilation and monitoring of the MH atmosphere for hydrogen sulfide, combustibles, and oxygen concentration is required during entry into the MH. The CONTRACTOR is required to operate and maintain his or her safety equipment and is responsible for all safety training and permitting for his or her crew. The CONTRACTOR shall never leave an open MH unattended.

All equipment must be removed from the MH and sewer at the end of each work session. The CONTRACTOR shall perform all work in the safest possible manner using whatever means necessary to ensure complete unequivocal safety for CITY residents. The CITY may make unannounced inspections to ensure compliance with safety requirements. If the CONTRACTOR is deemed to be working in an unsafe manner by the CITY, the CONTRACT may be terminated.

#### 4.20 TRAFFIC CONTROL

Traffic control shall be established by the CONTRACTOR and shall conform to requirements of the current "Manual of Traffic Controls for Construction and Maintenance Work Zones", issued by the State of California Department of Transportation (DOT), or the current "Work Area Traffic Control Handbook (WATCH)".

There are a number of MHs that are in heavy traffic areas and will require the use of an arrow board and an extensive traffic control setup.

For any work performed on State Highways, the CONTRACTOR shall provide traffic control as required by Caltrans. It is the responsibility of the CONTRACTOR to coordinate all communication between Caltrans and the CONTRACTOR, and continue to inform the CITY PROJECT MANAGER of all situations.

The CONTRACTOR shall be responsible for applying and paying for its own environmental permit as required by law. All costs for labor, equipment, and materials required to establish traffic control shall be included in the CONTRACT price.



#### 4.21 CONTRACTOR SCHEDULE OF SERVICES AND COST

Roach Treatment Cost Estimate:

<b>GOLDEN BELL PRODUCTS, INC. COST ESTIMATES</b>	
<b>Year</b>	<b>Unit Price</b>
FY 18/19	\$24.50
FY 19/20	\$24.50
FY 20/21	\$24.50 + increase
FY 21/22	FY 20/21 + increase
FY 22/23	FY 21/22 + increase

Unit price for the first two years shall be fixed. The price increase in the third, fourth, and fifth years of the CONTRACT shall be capped at 2.5% of the previous FY unit price and is subject to CITY approval as referenced in Section 11.1.1.

Refer to Exhibit 1, "Estimated Project Cost Schedule" for more information.

#### **ARTICLE 5 – KEY CONTRACTOR PERSONNEL**

5.1 CONTRACTOR designates the following person to represent CONTRACTOR in all matters pertaining to this AGREEMENT:

Name: Michelle Webster, Program Manager

Address: 952 N. Batavia St., Orange, CA 92867

Phone Number: (714) 363-3985

E-mail address: michellew@goldenbellproducts.com

Additional technical specialists shall be assigned subject to the CITY PROJECT MANAGER'S approval.

- 5.2 CONTRACTOR agrees that personnel assigned to these positions at the commencement of services under this AGREEMENT shall serve in these positions as long as required by the CONTRACT, and CONTRACTOR shall not change personnel assigned to these positions without 30 days prior written consent and approval of CITY'S PROJECT MANAGER, whose consent shall not be withheld unreasonably.
- 5.3 Unless otherwise approved by CITY, CONTRACTOR shall use its own employees to perform the services described in this CONTRACT. CITY has the right to review and approve any personnel who are assigned to work under this CONTRACT. CONTRACTOR shall remove personnel from performing work under this CONTRACT if requested to do so by CITY.
- 5.4 CONTRACTOR shall not use Subcontractors to assist in performance of this CONTRACT without the prior written approval of CITY. If CITY permits the use of Subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT and paying all Subcontractors. CITY has the right to approve CONTRACTOR'S Subcontractors, and CITY reserves the right to request replacement of any Subcontractor. CITY does not have any obligation to pay CONTRACTOR'S Subcontractors, and nothing herein creates any privity of CONTRACT between CITY and any Subcontractor. The use of Subcontractors

shall be subject to written approval of the CITY, pursuant to the provisions of Article 9.

## **ARTICLE 6 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY**

CITY designates Paul Blasman as its CITY PROJECT MANAGER to represent the CITY in all matters within the scope of the AGREEMENT relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the CITY PROJECT MANAGER. The CITY PROJECT MANAGER may designate an assistant to act in his/her stead. The CITY may designate another CITY employee to succeed Paul Blasman as CITY PROJECT MANAGER. The CONTRACTOR will be notified in writing in such event.

The CITY shall furnish, without charge, facilities and resources available to the CONTRACTOR as deemed reasonably necessary and appropriate by the CITY. The CITY will supply maps indicating the location of MHs, and will make accessible all designated MHs to be treated. If not accessible, the CONTRACTOR shall notify the CITY immediately, so the CITY can properly expose the MH for treatment. The CITY will provide maps of the CITY'S sewer systems which indicate the sewer structures, mainly the MHs identified by the CITY'S Sewer Information Maintenance and Management System (SIMMS) numbers. The CITY will provide routine inspection and assistance if necessary.

## **ARTICLE 7 – TERM OF AGREEMENT AND TIME OF EFFECTIVENESS**

The term of this AGREEMENT shall be for a five year period subject to CITY approval for the third, fourth, and fifth years at the CITY's sole discretion, from the date of full execution unless terminated as provided under Article 8, or extended by a duly approved amendment to this AGREEMENT and signed by the parties.

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;
- 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 CITY by the person designated by the City Council, or by the BOARD, officer or employee authorized to enter into this CONTRACT.

## **ARTICLE 8 – TERMINATION**

- A. Termination for Convenience

CITY may terminate this CONTRACT for CITY'S convenience at any time by providing CONTRACTOR 30 days written notice. Upon receipt of the notice of termination, CONTRACTOR shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. 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 effect the termination. Thereafter, CONTRACTOR shall have no further claims against CITY under this CONTRACT. All finished and unfinished documents and materials procured for or produced under this CONTRACT, including all intellectual property rights CITY is entitled to, shall become CITY property upon the date of the termination. CONTRACTOR agrees to execute any documents necessary for CITY to perfect, memorialize, or record CITY'S ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in Article 21, 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, CITY may give CONTRACTOR written notice of the default. CITY'S default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of CITY. Additionally, CITY'S default notice may offer CONTRACTOR an opportunity to provide CITY with a plan to cure the default, which shall be submitted to CITY within the time period allowed by CITY. At CITY'S sole discretion, CITY may

accept or reject CONTRACTOR'S plan. If the default cannot be cured or if CONTRACTOR fails to cure within the period allowed by CITY, then CITY may terminate this CONTRACT due to CONTRACTOR'S breach of this CONTRACT.

2. If the default under this CONTRACT is due to CONTRACTOR'S failure to maintain the insurance required under this CONTRACT, CONTRACTOR shall immediately:  
(1) suspend performance of any services under this CONTRACT for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and CONTRACTOR'S obligation to suspend performance of services. CONTRACTOR shall not recommence performance until CONTRACTOR is fully insured and in compliance with CITY'S requirements.
3. 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 CITY may immediately terminate this CONTRACT.
4. If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this CONTRACT or violates CITY'S laws, regulations or policies relating to lobbying, then CITY may immediately terminate this CONTRACT.
5. Acts of Moral Turpitude
  - a) CONTRACTOR shall immediately notify CITY if CONTRACTOR or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing

related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

- b) If CONTRACTOR or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, CITY may immediately terminate this CONTRACT.
- c) If CONTRACTOR or a Key Person is charged with or indicted for an Act of Moral Turpitude, CITY may terminate this CONTRACT after providing CONTRACTOR an opportunity to present evidence of CONTRACTOR'S ability to perform under the terms of this CONTRACT.
- d) Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
- e) For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this CONTRACT, or owner (directly or indirectly,



through one or more intermediaries) of ten percent or more of the voting power or equity interests of CONTRACTOR.

6. In the event CITY terminates this CONTRACT as provided in this section, CITY may procure, upon such terms and in the manner as CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to CITY for all of its costs and damages, including, but not limited to, any excess costs for such services.
  7. 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 Article 8(A) Termination for Convenience.
  8. The rights and remedies of 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.
- C. In the event that this CONTRACT is terminated, CONTRACTOR shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this CONTRACT within five working days of the termination.

## **ARTICLE 9 – SUSPENSION**

At CITY'S sole discretion, CITY may suspend any or all services provided under this CONTRACT by providing CONTRACTOR with written notice of suspension. Upon receipt of the notice of suspension, CONTRACTOR shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to CITY until CITY gives written notice to recommence the services.

## **ARTICLE 10 – SUBCONTRACT APPROVAL**

All subcontracts in excess of Ten Thousand Dollars (\$10,000) shall require the prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY PROJECT MANAGER showing the Subcontractor's name and dollar amount of each subcontract. Wholly-owned subsidiaries of the CONTRACTOR shall not be considered Subcontractors. CONTRACTOR shall not substitute Subcontractors listed in this AGREEMENT without the prior written approval of the CITY. CONTRACTOR shall not add Subcontractors to assist in the performance of this AGREEMENT 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 of CONTRACT between the CITY and the Subcontractors.

## **ARTICLE 11 - COMPENSATION, INVOICING, AND PAYMENT**

CITY liability under the AGREEMENT shall only be to the extent of the present appropriation to fund this AGREEMENT. No action, statement or omission of any officer, agent or employee of the CITY shall impose any obligation upon the CITY, such officer, agent or employee, except to the extent of the CITY has appropriated funds in accordance with the terms of this AGREEMENT. No work shall create an immediate indebtedness and indebtedness shall not arise against the CITY for said work until and unless there is an appropriation of funds for said work. The CONTRACTOR and the CITY agree that no indebtedness for work performed which results in costs under this AGREEMENT shall arise against the CITY until and unless there is an appropriation of funds to pay for such work.

### **11.1 Definitions**

"Cost" as used herein is defined as the sum of: (1) Unit Price; (2) Indirect Expenses; (3) Other Direct Cost with no markup; and (4) Profit as defined below.

11.1.1 "Unit Price" shall be the fixed price per MH approved by the CITY PROJECT MANAGER, to be charged by the CONTRACTOR for the quantity of MHs that were treated within the CONTRACT period. Unit Price for the first two years shall be fixed. Unit price increases for the

remainder of the CONTRACT shall be limited to once per year and capped at 2.5% of the previous FY unit price. All price increases shall be negotiated and mutually agreed upon in writing by both the CITY and the CONTRACTOR. Requests for price increases shall be in writing and accompanied by supporting documents to provide justification for this claim. Such documents shall include, but not limited to supplier invoices, insurance bills, payroll records, etc. The request shall state the percentage increase and the revised price per MH. No increases will be granted without prior approval of the CITY.

11.1.2 "Indirect Expenses" (including payroll burden, overhead, and general and administrative expenses) shall be at the rate applied to Unit Price. Indirect Expenses for this AGREEMENT are fixed at a rate of ten percent (10%) for CONTRACTOR personnel located in the Home Office and fixed at a rate of ten percent (10%) for CONTRACTOR personnel located in the Field Office for the duration of the AGREEMENT.

11.1.3 "Other Direct Cost" includes those costs of CONTRACTOR directly identifiable to or incurred in the performance of services hereunder, including but not limited to reproduction, freight, messenger service, travel (in accordance with established CITY policies), equipment owned or rented by CONTRACTOR (any equipment purchased and paid for under this project shall become the property of the CITY), auto mileage charges (based on IRS allowable amounts), and supplies used in the

work. Communication expenses, cost of office space, equipment, and supplies furnished to CITY personnel at CONTRACTOR'S location shall be paid by the CITY. The CITY shall receive the full benefit of any free travel, frequent flyer mileage, discounts and/or any other advantages which are acquired by the CONTRACTOR as a result of CITY-sponsored travel.

11.1.4 "Profit" shall be limited to ten percent (10%) and shall be applied to the summation of "Indirect Expenses" and "Unit Price".

11.1.5 Costs incurred by the CONTRACTOR prior to the actual date of full execution of this AGREEMENT shall only be payable to CONTRACTOR if said costs were incurred in completing any task specifically authorized by this AGREEMENT and said costs are reviewed and approved by the CITY in writing and said approval for payment occurs after this AGREEMENT is fully executed.

11.1.6 Unit Price per MH is the method of compensation whereby CONTRACTOR is compensated based on the amount of Maintenance Holes treated which is set forth in Exhibit 1. The unit price shall be approved by the CITY PROJECT MANAGER for CONTRACTOR cost to treat each MH, profit, chemical cost, and all other expenses incurred by CONTRACTOR. Payments shall be made upon the satisfactory completion of the tasks or milestones as set forth in the Project Task Order. Refer to Section 4.21 for additional details.

## 11.2 Compensation

CONTRACTOR agrees to perform the work specified in Article 4.4, and CITY shall compensate CONTRACTOR either on a Unit Price basis upon mutual written agreement. CITY shall designate the compensation method in the Task Orders to be issued under this AGREEMENT. If the Task Order specifies the compensation as being on a Unit Price basis, payment shall be made in accordance with the Task Cost Estimates to be provided for CITY approval prior to issuance of a Notice to Proceed for any task under this AGREEMENT. Unit price and other direct/indirect charges shall be in accordance with rates set herein. Individuals who CONTRACTOR wishes to add to the project must have their compensation rate approved by the CITY'S PROJECT MANAGER, and a revised Scope of Services must be prepared as evidence of this addition. The total cost ceiling shall be stated in the Task Order.

The total cost ceiling for this AGREEMENT is \$995,000.

## 11.3 Invoicing and Payment

### 11.3.1 For Task Orders specifying a Unit Price method of payment,

CONTRACTOR shall submit to CITY an original and three copies of an invoice in a format acceptable to the CITY which will include all costs and a proportionate amount of profit due CONTRACTOR for services provided during the preceding treated maps. Payments shall be made upon the submission of a complete and accurate invoice and supporting

documentation. CITY shall review CONTRACTOR'S invoice in accordance with the CITY's review procedures. The CITY shall make a good faith effort to process payments in 60 days.

11.3.2 Invoices shall be prepared in such form and supported by such copies of invoices, payrolls, time sheets, and other documents of proof as may be reasonably required by CITY to establish the amount of such invoices as allowable expenses. All invoices shall be subject to audit for a period of four years from the termination of this AGREEMENT.

11.3.3 CITY shall not be obligated to reimburse CONTRACTOR for costs incurred in excess of the Project Services Cost Estimate set forth. CONTRACTOR shall not be obligated to continue performance (including actions under the temporary stop work or termination clauses) or otherwise incur costs in excess of the Project Services Cost Estimate unless and until CITY shall have notified CONTRACTOR in writing that such Project Services Cost Estimate has been increased and shall have specified in such notice an estimated Project Services Cost Estimate, which shall thereupon constitute the cost performance of this AGREEMENT. In the absence of the specified notice, CITY shall not be obligated to reimburse CONTRACTOR for any costs in excess of the Project Services Cost Estimate set forth, whether those costs were incurred during the course of the AGREEMENT or as a result of termination.



11.3.4 When and to the extent that the Project Services Cost Estimate has been increased, any costs incurred by CONTRACTOR in excess of the Project Services Cost Estimate for any Task Order, prior to such increase, shall be allowable to the same extent as if such costs had been incurred after the increase.

11.3.5 Notwithstanding any other provision of this CONTRACT, including any exhibits or attachments incorporated therein, and in order for CITY to comply with its governing legal requirements, CITY shall have no obligation to make any payments to CONTRACTOR unless CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this CONTRACT. CONTRACTOR agrees that any services provided by CONTRACTOR, purchases made by CONTRACTOR or expenses incurred by CONTRACTOR in excess of the appropriation(s) shall be free and without charge to CITY and CITY shall have no obligation to pay for the services, purchases or expenses. CONTRACTOR shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until CITY appropriates additional funds for this CONTRACT.

11.3.6 The CONTRACTOR shall submit all invoices to:

Roach Control and Treatment Program  
City of Los Angeles, LA Sanitation  
Wastewater Collection Systems Division  
2714 Media Center Drive

Los Angeles, CA 90065  
**Attn: Paul Blasman**

Clearly indicate on the outside of the envelope the fact that the envelope contains invoices for the Roach Control and Treatment Program, to ensure prompt processing. The CITY may change the submittal address, in writing, at any time. All such invoices shall be subject to CITY audit. The CITY shall not be responsible for payment of invoices or supplemental invoices submitted to the CITY more than one year after the date of expiration of this AGREEMENT.

- 11.3.7 Invoices shall be based on the actual number of MHs treated, not the quantity identified by the CITY's SIMMS maps or on the work orders given to the CONTRACTOR. Substandard work which does not meet acceptable standards stated in Article 4 will not be paid. The CITY PROJECT MANAGER shall resolve any dispute regarding actual number of MHs treated. Payments shall be made upon the submission of a complete and accurate invoice. CITY shall review the CONTRACTOR'S invoice and attachments and notify the CONTRACTOR of exceptions or disputed items within 15 days of receipt of invoice. If an invoice is not properly submitted, then a new 15 day review period will begin upon receipt of a corrected invoice by the CITY. Once approved by the CITY, the CITY will make a good faith effort to process payments in 60 days. No expedition of payment or explanation of payment progress will be

made within the total 45 day processing period. To expedite the approval process, CONTRACTORS are encouraged to submit draft invoices to the CITY PROJECT MANAGER for review prior to submitting a final invoice.

#### 11.4 False Claims Act

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the California 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.

### **ARTICLE 12 - AMENDMENTS, CHANGES, OR MODIFICATIONS**

All amendments, changes or modifications to this CONTRACT shall be in writing and signed and approved pursuant to the provisions of Article 7.

### **ARTICLE 13 – INDEMNIFICATION AND INSURANCE**

#### 13.1 INDEMNIFICATION

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest,

CONTRACTOR shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits 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 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 an act, error, or omission by CONTRACTOR, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of 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. This provision will survive expiration or termination of this CONTRACT.

## 13.2 INSURANCE

During the term of this CONTRACT and without limiting CONTRACTOR'S obligation to indemnify, hold harmless and defend CITY, CONTRACTOR shall provide and maintain at its own expense a program of insurance having the coverage and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 4 hereto). The insurance must: (1)

conform to CITY'S requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 4 hereto); and (3) 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 4 hereto. Exhibit 4 is hereby incorporated by reference and made a part of this CONTRACT.

### 13.3 BONDS

All bonds required by CITY shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 et seq., as amended from time to time. Due to the very specialized nature of the work, and the lack of applicators capable of complying with the performance guarantee, the CITY'S Risk Manager waived the requirements for a performance bond.

## **ARTICLE 14 – INDEPENDENT CONTRACTORS**

CONTRACTOR is an independent contractor and not an agent or employee of 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 CITY.

## **ARTICLE 15 – WARRANTY AND RESPONSIBILITY OF CONTRACTOR**

- 15.1 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.
- 15.2 CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by CONTRACTOR under this AGREEMENT. CONTRACTOR shall, at no additional cost to CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.
- 15.3 The CONTRACTOR shall exhibit proper professional judgment in the use of information furnished by CITY in Article 6. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, CONTRACTOR will notify the CITY in a reasonable manner within three business days after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this AGREEMENT, as well as recommendations for the correction of such incorrect or misleading information.

15.4 CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under this AGREEMENT in accordance with this AGREEMENT.

15.5 Except as specified in Article 12.1 and as otherwise provided in this AGREEMENT, the CONTRACTOR shall be and shall remain liable, in accordance with applicable law, for all damages to CITY caused by CONTRACTOR'S negligent performance of any of the services furnished under this AGREEMENT, except for errors, omissions, or other deficiencies to the extent attributable to CITY, CITY-furnished data, or any third party (excepting any CONTRACTOR or Subcontractor of any tier).

#### **ARTICLE 16 - INTELLECTUAL PROPERTY INDEMNIFICATION**

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the CITY, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits 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 CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature 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: (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, in performing the work under this CONTRACT; or (2) as a result of CITY'S actual or intended use of any Work Product (as defined in Article 18) furnished by CONTRACTOR, or its Subcontractors, under this CONTRACT. The rights and remedies of 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. This provision will survive expiration or termination of this CONTRACT.

#### **ARTICLE 17 – 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, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

#### **ARTICLE 18 – OWNERSHIP AND LICENSE**

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this CONTRACT including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, 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 originated and prepared by CONTRACTOR or its Subcontractors under this CONTRACT (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of CITY for its use in any manner CITY deems appropriate. CONTRACTOR hereby assigns to CITY all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this CONTRACT. CONTRACTOR further agrees to execute any documents necessary for CITY to perfect, memorialize, or record CITY'S ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this CONTRACT may be inadequate, impracticable, or difficult to prove and that a breach may cause CITY irreparable harm. CITY may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude CITY from seeking or obtaining any other relief to which CITY may be entitled.

For all Work Products delivered to CITY that are not originated or prepared by CONTRACTOR or its Subcontractors under this CONTRACT, CONTRACTOR shall secure a grant, at no cost to CITY, for 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 CITY.

Any subcontract entered into by CONTRACTOR relating to this CONTRACT shall include this provision to contractually bind its Subcontractors performing work under this CONTRACT such that CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein.

#### **ARTICLE 19 – SUCCESSORS AND ASSIGNS**

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the AGREEMENT shall be made without written consent of the parties to this AGREEMENT as required under Article 28.

#### **ARTICLE 20 – CONTACT PERSONS - PROPER ADDRESSES – NOTIFICATION**

All notices shall be made in writing and may be given by personal delivery, regular mail or electronic mail. Notices sent by regular mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

To The CITY:

Contact Person: Paul Blasman

Address: 2714 Media Center Drive

Los Angeles, CA 90065

Telephone: (323) 342-6040

Email: paul.blasman@lacity.org

To CONTRACTOR:

Contact Person: Michelle Webster

Address: 952 N. Batavia St.

Orange, CA 92867

Telephone: (714) 363-3985

Email: michellew@goldenbellproducts.com

#### **ARTICLE 21 – FORCE MAJEURE (EXCUSABLE DELAYS)**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this CONTRACT, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of CONTRACTOR shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both CONTRACTOR and Subcontractor, and without any fault or negligence of either of them. In such case, CONTRACTOR shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to perform timely. As used in this CONTRACT, the term "Subcontractor" means a subcontractor at any tier.

In the event CONTRACTOR'S delay or failure to perform arises out of a Force Majeure Event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

## **ARTICLE 22 – SEVERABILITY**

Should any portion of this AGREEMENT be determined to be void or unenforceable, such shall be severed from the whole and the AGREEMENT will continue as modified.

### **ARTICLE 23 – DISPUTES**

Should a dispute or controversy arise concerning provisions of this AGREEMENT or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction.

### **ARTICLE 24 – ENTIRE AGREEMENT**

This AGREEMENT contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments, or agreements, whether oral or written, and may be modified or amended only as herein provided.

### **ARTICLE 25 – APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT**

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and CITY, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. 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, or procedures that apply to the performance of this CONTRACT with no additional compensation paid to CONTRACTOR.

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 federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this CONTRACT shall not be affected.

## **ARTICLE 26 – CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION**

### **CERTIFICATE REQUIRED**

For the duration of this CONTRACT, CONTRACTOR shall maintain valid Business Tax Registration Certificate(s) as required by CITY'S Business Tax Ordinance, Section 21.00 et seq. of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

Should any such certificate(s) become suspended or revoked, it is the CONTRACTOR'S responsibility to report the matter immediately to the CITY PROJECT MANAGER.



## **ARTICLE 27 – 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.

## **ARTICLE 28 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

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

## **ARTICLE 29 – PERMITS**

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for CONTRACTOR'S performance of this CONTRACT.

CONTRACTOR shall immediately notify CITY of any suspension, termination, lapses,

non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to CONTRACTOR'S performance of this CONTRACT.

### **ARTICLE 30 –BEST TERMS**

Throughout the term of this CONTRACT, CONTRACTOR shall offer CITY the best terms, prices, and discounts that are offered to any of CONTRACTOR'S customers for similar goods and services provided under this CONTRACT.

### **ARTICLE 31 - CLAIMS FOR LABOR AND MATERIALS**

CONTRACTOR shall promptly pay when due all amounts owed 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), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this CONTRACT.

### **ARTICLE 32 – BREACH**

Except for Force Majeure, 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.

**ARTICLE 33 - MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT**

Unless otherwise exempt, this CONTRACT is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. 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 CITY. In performing this CONTRACT, CONTRACTOR shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this CONTRACT by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a

part of this CONTRACT by reference and will be known as the "Equal Employment Practices" provisions of this CONTRACT.

- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this CONTRACT by reference and will be known as the "Affirmative Action Program" provisions of this CONTRACT.

Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

#### **ARTICLE 34 – CHILD SUPPORT ASSIGNMENT ORDERS**

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, CONTRACTOR shall fully comply with all applicable State and Federal employment reporting requirements. Failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of CONTRACTOR to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this CONTRACT. Failure of CONTRACTOR or principal owner to cure the default within 90 days of the notice of default will subject this CONTRACT to termination for breach. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

### **ARTICLE 35 – LIVING WAGE ORDINANCE**

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. CONTRACTOR further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

### **ARTICLE 36 – WORKER RETENTION ORDINANCE**

CONTRACTOR shall comply with the Worker Retention Ordinance, LAAC Section 10.36 et seq., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

### **ARTICLE 37 – ACCESS AND ACCOMMODATIONS**

CONTRACTOR represents and certifies that:

CONTRACTOR shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

CONTRACTOR shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

CONTRACTOR shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities;

Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

The buildings and facilities used to provide services under this CONTRACT are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that the CITY is relying upon these certifications and representations as a condition to funding this CONTRACT. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

#### **ARTICLE 38 – CONTRACTOR RESPONSIBILITY ORDINANCE**

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 et seq., as amended from time to time.

### **ARTICLE 39 – LOS ANGELES BUSINESS INCLUSION PROGRAM**

Unless otherwise exempted prior to bid submission, CONTRACTOR shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this CONTRACT.

CONTRACTOR shall utilize the Business Assistance Virtual Network ("BAVN") at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. CONTRACTOR shall perform subcontractor outreach activities through BAVN. CONTRACTOR shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall CONTRACTOR reduce their level of effort, without prior written approval of CITY.

The Mayor's Office approved a waiver from the Los Angeles Business Inclusion program on January 4, 2017. In the event subcontracting opportunities present themselves during the term of this CONTRACT, the CITY encourages the CONTRACTOR to utilize MBE/WBE/SBE/EBE/DVBE/OBE firms.

### **ARTICLE 40 – SLAVERY DISCLOSURE ORDINANCE**

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

#### **ARTICLE 41 – CONTRACTOR PERFORMANCE EVALUATION ORDINANCE**

At the end of this AGREEMENT, 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 AGREEMENT. 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 the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the CONTRACTOR assigns to the AGREEMENT. A CONTRACTOR who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the 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 service contracts.

#### **ARTICLE 42 – MUNICIPAL LOBBYING ORDINANCE**

Any CONTRACTOR for the CITY shall submit a certification, on a form prescribed by the City Ethics Commission, that the CONTRACTOR acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, Exhibit 9, if the CONTRACTOR qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.



#### **ARTICLE 43 - FIRST SOURCE HIRING ORDINANCE**

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 et seq., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

#### **ARTICLE 44 - COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12) FOR MEASURE H/CONTRACTOR CONTRIBUTIONS/FUNDRAISING**

Unless otherwise exempt, if this CONTRACT is valued at \$100,000 or more and requires approval by an elected CITY office, CONTRACTOR, CONTRACTOR'S principals, and CONTRACTOR'S Subcontractors expected to receive at least \$100,000 for performance under the CONTRACT, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles CITY to terminate this CONTRACT and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected CITY officials or candidates for elected CITY office for twelve months after this CONTRACT is signed. Additionally, a CONTRACTOR subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any CONTRACTOR subject to Charter Section 470(c)(12) shall

include the following notice in any CONTRACT with any Subcontractor expected to receive at least \$100,000 for performance under this CONTRACT:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles CONTRACT #\_\_\_\_\_. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("CITY") officials and candidates for elected CITY office for twelve months after the CITY Contract is signed. You are required to provide the names and contact information of your principals to the CONTRACTOR and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

#### **ARTICLE 45 – IRAN CONTRACTING ACT**

In accordance with California Public Contract Code Sections 2200-2208, all CONTRACTORS entering into, or renewing CONTRACTS with CITY for goods and services estimated at \$1,000,000 or more are required to complete, sign and submit the "Iran Contracting Act of 2010 Compliance Affidavit".

#### **ARTICLE 46 - INTEGRATED CONTRACT**

This CONTRACT sets forth all of the rights and duties of the parties with respect to the subject matter of this CONTRACT, 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 the provisions of Article 12 hereof.

#### **ARTICLE 47 – DATA PROTECTION**

- A. CONTRACTOR shall protect, using the most secure means and technology that is commercially available, CITY-provided data or consumer-provided data acquired in the course and scope of this CONTRACT, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). CONTRACTOR shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of CONTRACTOR'S discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. CONTRACTOR shall begin remediation immediately. CONTRACTOR shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by CONTRACTOR until the Data Breach or Security Incident

has been effectively resolved to CITY'S satisfaction. CONTRACTOR shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. At CITY'S sole discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. CONTRACTOR shall cooperate fully with CITY, its agents and law enforcement.

- B. If CITY is subject to liability for any Data Breach or Security Incident, then CONTRACTOR shall fully indemnify and hold harmless CITY and defend against any resulting actions.

#### **ARTICLE 48 – LOCAL BUSINESS PREFERENCE ORDINANCE**

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

#### **ARTICLE 49 – CONTRACTOR'S USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by CONTRACTOR for work to

be performed under this CONTRACT must include an identical provision.

**ARTICLE 50 – COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS**

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. CONTRACTOR also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, CONTRACTOR shall verify proper truncation of receipts in compliance with FACTA.

**ARTICLE 51 – COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain

crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, CONTRACTOR shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by CITY. CONTRACTOR is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of CONTRACTOR working on premises to pass a fingerprint and background check through the California Department of Justice at CONTRACTOR'S sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

## **ARTICLE 52 – POSSESSORY INTERESTS TAX**

Rights granted to CONTRACTOR by CITY may create a possessory interest. CONTRACTOR agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, CONTRACTOR shall pay the property tax. CONTRACTOR acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

## **ARTICLE 53 – CONFIDENTIALITY**

All documents, information and materials provided to CONTRACTOR by CITY or developed by CONTRACTOR pursuant to this CONTRACT (collectively "Confidential Information") are confidential. CONTRACTOR shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by CITY or as required by law. CONTRACTOR shall immediately notify CITY of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this CONTRACT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year written below.

**CITY OF LOS ANGELES**

**GOLDEN BELL PRODUCTS, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Commissioner, Board of Public Works

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: Commissioner, Board of Public Works

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

**MICHAEL N. FEUER, City Attorney**

By: \_\_\_\_\_

Adena Hopenstand

Title: Deputy City Attorney

Date: \_\_\_\_\_

**ATTEST:**

**HOLLY WOLCOTT, City Clerk**

By: \_\_\_\_\_

Title: Deputy City Clerk

Date: \_\_\_\_\_



**TRANSMITTAL 3**

**BIP OUTREACH REQUIREMENTS WAIVER**



Nabih Akar <nabih.akar@lacity.org>

## Fwd: Revised ED14 Waiver Request for Roach Control

1 message

Shari Kuroki <shari.kuroki@lacity.org>  
To: Nabih Akar <nabih.akar@lacity.org>

Mon, Jan 22, 2018 at 1:32 PM

----- Forwarded message -----

From: Ron Lowe <ron.lowe@lacity.org>  
Date: Wed, Jan 4, 2017 at 12:46 PM  
Subject: Re: Revised ED14 Waiver Request for Roach Control  
To: Shari Kuroki <shari.kuroki@lacity.org>  
Cc: "Ronquillo, Norman" <norman.ronquillo@lacity.org>, "Martinez, Carmelo" <carmelo.martinez@lacity.org>

Hi Shari,

I'm so sorry, I lost this request twice. I have reviewed and and granted your request.

Thanx  
ron

On Thu, Dec 29, 2016 at 3:20 PM, Shari Kuroki <shari.kuroki@lacity.org> wrote:  
Hi Ron,

Hope you're doing well this holiday season.

I was wondering if you've had the chance to review the attached waiver request. We need to get this RFP distributed soon so that we can execute a new contract by the time the original contract expires.

Please contact Norman Ronquillo (cc'd on this email) if you have any questions.

Thanks and Have a Happy New Year!

----- Forwarded message -----

From: Shari Kuroki <shari.kuroki@lacity.org>  
Date: Wed, Dec 7, 2016 at 3:21 PM  
Subject: Revised ED14 Waiver Request for Roach Control  
To: Ron Lowe <ron.lowe@lacity.org>  
Cc: "Ronquillo, Norman" <norman.ronquillo@lacity.org>, "Martinez, Carmelo" <carmelo.martinez@lacity.org>

Hi Ron,

The Bureau of Sanitation is requesting a waiver from the Business Inclusion Program for services for which we are currently drafting a Request for Proposals. This is a revised waiver request for one that you approved in January (also attached). Sanitation has increased the number of maintenance holes to be treated from 11,000 to 32,000 and increased the contract ceiling to accommodate this increase.

Please see the information attached pertaining to these services and justification for the waiver.

If you have any questions, please contact the project manager, Norman Ronquillo, cc'd on this email.  
Thank you.

—  
Shari Kuroki, Sr. Management Analyst II  
Purchasing/Contracts Units  
LA Sanitation  
(310) 648-5186 phone  
(310) 648-5612 fax

## ED 14 Waiver Request

The purpose of ED 14 is to ensure that all businesses have an equal opportunity to participate in City contracts as well as re-affirm the City's commitment to outreach and participation of minority and women owned businesses. Waivers to the outreach requirement by prime contractors should not be considered unless there are no opportunities for subcontracting. ED 14 outreach requirements do not apply to legitimate sole source opportunities. Additionally ED 14 may not apply if federal or grant funding require another method of outreach and inclusion.

\* Required

**Name \***

Carmelo Martinez

**Email Address \***

carmelo.martinez@lacity.o

**Department Name \***

LASAN

**Type of Contract \***

Request for Proposal ▾

**Approximate dollar value of opportunity \***

995,000

**Is this opportunity a sole source \***

No

**Source of funding \***

☐ Federal grant

☐ State grant

Local grant (County or City)

General Fund

☒ Other: SCM Fund 760 Dept. 50.

**Please describe scope of work to be performed \***

see attached

**Are there subcontracting opportunities? \***

No

**Anticipated advertising date \***

N/A

**Is this a new opportunity \***

☐ yes

☒ no

12/7/2016

ED 14 Waiver Request

Has the Department's General Manager approved this request? \*

yes ▼

Submit

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## **ROACH CONTROL AND TREATMENT**

**Golden Bell Products, Inc.**

### **Waiver Request Justification**

#### **Synopsis of the project**

The City of Los Angeles (City) owns and operates the largest wastewater collection systems in the nation with over 6,700 miles of sewers and 140,000 maintenance holes, servicing more than four (4) million residential and business customers. One of the challenges we are facing in the sewer collection system is the infestation of cockroaches. Controlling cockroaches in a routine and timely manner will protect the quality of life of residents and will provide a safe environment for sewer workers. A key element in the roach control and treatment program is the application of an EPA approved chemical product inside the sewer maintenance holes for roach control application that has a unique ability to kill/control roaches for a period of two (2) years.

In line with the City's commitment to protect public health and safety as well as the environment, it is essential to reduce the roach population in the sewer system through the effective implementation of a cockroach control and treatment program. The treatment shall be done by applying INSECTA or equal, an environmentally safe insecticidal latex coating inside of the sewer maintenance holes up to a depth of 8 ft. It is also worthwhile to note that the chemical product use in this process does not leave any residue and pose no danger to public health and safety and lasts several times longer than conventional spray application.

Since the inception of the program, the roach control and treatment have been very successful. Over the past 9 years, the program had effectively treated over 16,000 maintenance holes structures throughout the City, thereby decreasing the roach population in the sewer system. It is therefore essential for the City to continue uninterrupted roach control and treatment in the sewer collection system, so as to mitigate the infestation and migration of cockroaches into residences and business to the greatest extent practical.

#### **Scope of Services**

The scope of the contract is to provide roach control and treatment to approximately 32,000 maintenance holes city-wide for a period of five years using an EPA approved chemical. Implementing a roach control and treatment program in the sewer system has a significant impact on lowering the number of roaches that live and breed on private property. However, the CITY is only responsible for the public sewers.

Furthermore, the selected proposer shall provide proper supervision at the job site during all phases of work and shall coordinate and communicate all activities with the City, as well as document all work and monitor roach control and treatment activities.

**Reason for waiver request**

Work entails the application an EPA approved chemical product that has a unique ability to kill/ control roaches for a period of two years. The application involves special licensing by the State of California. The application is specialized and limited; therefore, there are no activities that can be subcontracted. There is only one company in the State of California, which is authorized to distribute and apply the specific chemical product needed, as well as perform the required services desired by the City/LASAN.

**Why is this a reasonable request?**

As explained in the previous section, there is only one company in the State with chemical product that has been proven to control and treat roaches infestation that can last for two years. Work is essentially limited to applying the insecticidal latex coating inside the sewer maintenance holes city-wide.