

0150-09731-0001

TRANSMITTAL

TO
The Council

DATE
JUN 15 2015

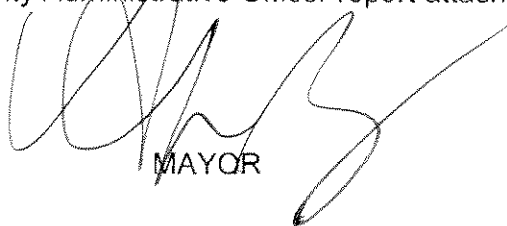
COUNCIL FILE NO.

FROM
The Mayor

COUNCIL DISTRICT
All

Authority for the Board of Public Works to award and execute Amendment No. 1 to Personal Services Contract, C-120699, with Golden Bell Products, Inc. for roach control and treatment services.

Approved and forwarded for your consideration.
See the City Administrative Officer report attached.



MAYOR

MAS.SMC:06150172I

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

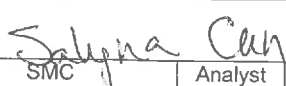
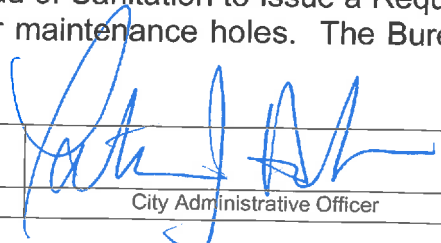
To: The Mayor	Date: 06/11/15	C.D. No. Citywide	CAO File No.: 0150-09731-0001				
Contracting Department/Bureau: Bureau of Sanitation		Contact: Norman A. Ronquillo					
Reference: Board of Public Works transmittal dated April 13, 2015; referred by Mayor for report on April 23, 2015							
Purpose of Contract: Execute Amendment No. 1 to Personal Services Contract (C-120699) with Golden Bell Products, Inc. for roach control and treatment services							
Type of Contract: () New contract (X) Amendment		Contract Term Dates: July 13, 2012 – July 13, 2018					
Contract/Amendment Amount: Proposed amount \$ 130,000+ Prior award(s) \$ 90,000= Total \$ 220,000							
Source of funds: Sewer Operations and Maintenance Fund No. 760							
Name of Contractor: Golden Bell Products, Inc.							
Address: 1200 N. Jefferson St. "M", Anaheim, CA 92807							
	Yes	No	N/A*	8. Contractor has complied with:	Yes	No	N/A*
1. Council has approved the purpose	X			a. Equal Employmt. Oppty./Affirm. Action	X		
2. Appropriated funds are available	X			b. Good Faith Effort Outreach**			X
3. Charter Section 1022 findings completed	X			c. Equal Benefits Ordinance	X		
4. Proposals have been requested	X			d. Contractor Responsibility Ordinance	X		
5. Risk Management review completed	X			e. Slavery Disclosure Ordinance	X		
6. Standard Provisions for City Contracts included	X			f. Bidder Certification CEC Form 50	X		
7. Workforce that resides in the City: 0%				*N/A = not applicable ** Contracts over \$100,000			

COMMENTS

The Board of Public Works, on behalf of the Bureau of Sanitation (Bureau), requests approval of an amendment to Contract No. 120699 with Golden Bell Products, Inc. for roach control and treatment services of the sewer system. The original contract, which was executed on July 12, 2012, provided \$90,000 over the course of three years for roach control and treatment of 4,186 maintenance holes. The Bureau will be conducting a Request for Proposal (RFP) for a new personal services contract. However, with the contract expiring on July 11, 2015, the Bureau needs to continue the services provided by the contractor in order to control the roach population and protect the public health and safety of its constituents. The proposed amendments will extend the terms of the agreement by another three years, from July 13, 2015 to July 13, 2018, and raise the contract ceiling amount from \$90,000 to \$220,000, an increase of \$130,000. In accordance with the Los Angeles Administrative Code Section 10.5(b)2, the proposed amendment requires Council approval because the contract term exceeds three years.

BACKGROUND

On March 2, 2011, the Board of Public Works authorized the Bureau of Sanitation to issue a Request for Proposal for roach control and treatment services in the sewer maintenance holes. The Bureau

 SMC	Analyst	06150172	Assistant CAO	 City Administrative Officer
--	---------	----------	---------------	--

received one proposal that was submitted by Golden Bell Products, Inc (contractor). The contract was executed on July 12, 2012.

Under the terms of the original agreement, the contractor shall perform roach control and treatment of 4,186 maintenance holes over a three year period. The contractor is compensated based on the number of maintenance holes treated at a cost of \$21.50/maintenance hole, inclusive of all labor, supplies and materials. The Bureau will provide the contractor with a map of 150-200 sewer manholes that need treatment at any given time. The contractor will spray the interior of the maintenance holes with Insecta, an insecticidal latex coating that is approved by the Environmental Protection Agency for application in the sewer system. The product has a two-year warranty which guarantees that the roach population cannot exceed 20 cockroaches in that treated maintenance hole during the warranty period. Otherwise, the contractor will re-treat the maintenance hole at no additional cost to the City.

Golden Bell Products, Inc. is in compliance with the City's contracting policies, including the Living Wage Ordinance, the Equal Benefits Ordinance, the Service Worker Retention Ordinance and the Contractor Responsibility Ordinance. The City waived the Good Faith Outreach requirement for this contract with the contractor's agreement that they will conduct a Good Faith Outreach effort if there are future subcontracting opportunities.

In accordance with Charter Section 1022, the Personnel Department determined on July 19, 2014 that City staff does not have the expertise to perform the work. On April 13, 2015, the Board of Public Works authorized an amendment to the contract which extends the agreement by another three years, for a total of six years, and raises the contract ceiling amount from \$90,000 to \$220,000. The proposed increase of \$130,000 to the agreement will allow an additional 5,869 maintenance holes to be treated with Insecta. The contractor shall be compensated at a rate of \$22.15/maintenance hole treated, inclusive of all labor, supplies and materials.

RECOMMENDATION

That the Mayor and Council authorize the Board of Public Works, or designee, to execute Amendment No. 1 to the personal service contract between the Bureau of Sanitation and Golden Bell Products, Inc. (C-120699) which raises the contract ceiling amount to \$220,000 and extends the term by an additional three years to July 13, 2018 for roach control and treatment services, subject to the review and approval of the City Attorney as to form.

FISCAL IMPACT STATEMENT

There is no General Fund impact. Funding of approximately \$40,000, the average yearly cost, is available in the Sewer Operations and Maintenance Fund No. 760. The recommendation is in compliance with the City's Financial Policies in that budgeted funds are available to support the expenditures. Funding for future years will be subject to appropriation in the City's annual budget process.

CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI
MAYOR

OFFICE OF THE
BOARD OF PUBLIC WORKS

200 NORTH SPRING STREET
ROOM 361, CITY HALL
LOS ANGELES, CA 90012
(213) 978-0261
(213) 978-0278 Fax

2015 APR 24 PM 2:34

CITY ADMINISTRATIVE OFFICER FERNANDO CAMPOS
EXECUTIVE OFFICER

<http://www.bpw.lacity.org>

BOARD OF PUBLIC WORKS MEMBERS

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PRESIDENT

MONICA RODRIGUEZ
VICE-PRESIDENT

MATT SZABO
PRESIDENT PRO TEMPORE

MICHAEL DAVIS
COMMISSIONER

HEATHER MARIE REPENNING
COMMISSIONER

April 13, 2015

#1 BOS/BCA

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

Subject: AUTHORITY TO EXECUTE AMENDMENT NO. 1 TO PERSONAL SERVICES CONTRACT WITH GOLDEN BELL PRODUCTS, INC. FOR ROACH CONTROL AND TREATMENT SERVICES

As recommended in the accompanying report of the Directors of the Bureaus of Sanitation and Contract Administration, which this Board has adopted, the Board of Public Works requests approval and forwarding to the City Council for approval and authorization to execute Amendment No. 1 to Personal Services Contract No. C-120699 with Golden Bell Products, Inc. for roach control and treatment services, and extend the original contract three (3) additional years after the expiration of the current term on July 13, 2015. The contract ceiling will increase from \$90,000 to \$220,000.

FISCAL IMPACT

The cost ceiling for the contract amendment shall not exceed \$220,000. The total assigned funding for the contract amendment is as follows:

Funding for future fiscal years will be made available through the normal budgetary process "within the Sewer Operations and Maintenance Fund (Fund 760, Sanitation Expense and Equipment Account 50_X82)."

Respectfully submitted,

Fernando Campos, Executive Officer
Board of Public Works

FC:mp



DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
April 13, 2015

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California
AND REFERRED TO THE MAYOR
APR 13 2015


Executive Officer
Board of Public Works

CD: ALL

**AUTHORITY TO EXECUTE AMENDMENT NO. 1 TO PERSONAL SERVICES
CONTRACT C-120699 WITH GOLDEN BELL PRODUCTS, INC. (GBP) FOR ROACH
CONTROL AND TREATMENT SERVICES**

RECOMMENDATIONS

1. Approve and forward this report forthwith with transmittals to the Mayor and the City Council (Council) with the request that the Board of Public Works (Board) be authorized to execute Amendment No. 1 to Personal Services Contract C-120699 with Golden Bell Products, Inc. for roach control and treatment services, and extend the original contract three (3) additional years after the expiration of the current term on July 13, 2015. The contract ceiling will increase from \$90,000 to \$220,000.
2. Upon the Mayor's and Council's authorization, the President or two members of the Board will execute the contract amendment.
3. Return the executed contract amendment to the Bureau of Sanitation (LASAN) for further processing. Contact Norman A. Ronquillo, at (323) 342-6039 for pick up.

TRANSMITTALS

1. Bureau of Sanitation and Bureau of Contract Administration Joint Board Report No. 1, adopted February 29, 2012, for authority to award and execute a personal services contract with Golden Bell Products, Inc. for roach control and treatment.
2. A copy of the original Roach Control and Treatment Services Contract (C-120699).
3. Copy of the proposed Amendment No. 1 between the City of Los Angeles (City) and Golden Bell Products, Inc. for Roach Control and Treatment Services. Originals will be delivered to the Board Office when Norman A. Ronquillo is notified that the contract amendment is ready for execution.

DISCUSSION

Background

The Wastewater Collection Systems Division of LASAN is responsible for the operation and maintenance of the City's wastewater and stormwater conveyance systems. While LASAN takes all the necessary effort to provide uninterrupted wastewater conveyance and treatment service to the citizens of Los Angeles, protect health and safety and protect the environment, there is an on-going need to reduce the cockroach population in the sewer system through the effective implementation of a cockroach control and treatment program. For the purpose of this project, the City is only responsible for the control of cockroach population in the public sewers.

PAGE 3

Other City Requirements:

GBP will continue to be in compliance with the provisions of the following:

- Non-Discrimination, Equal Employment and Affirmative Action Programs
- Living Wage Ordinance and Service Contractor Worker Retention Ordinance
- Slavery Disclosure Ordinance
- Child Support Obligations Policy
- Business Tax Registration Certificate
- Municipal Lobbying Ordinance
- Insurance Requirements
- Equal Benefits Ordinance
- Americans with Disabilities Act
- Non-Collusion Affidavit
- Contract History
- Los Angeles Residence Information
- First Source Hiring Ordinance
- Contract Bidder Campaign Contribution And Fund Raising Restrictions
- Iran Contracting Act of 2010

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 work specified in the terms 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's Contractor Responsibility Ordinance #173677, [Article 14, Chapter 1, Division 10, L.A.C.C.]. Failure to comply with the requirements specified in this ordinance will render the contract subject to termination pursuant to the conditions expressed therein.

MBE/WBE/OBE Subcontractor Outreach Requirement

It is the intention of the Department of Public Works and its Board to offer as many subcontracting opportunities to minority, women, and other business Enterprises as possible. As a result, all RFPs issued under Executive Directive 2001-26 in excess of \$100,000 require that proposers perform a subcontractor outreach, if such opportunities exist. For the purposes of this contract, no such subcontracting opportunities exist. Therefore, the subcontractor outreach program was waived. Should the future need to subcontract arise, the contractor is encouraged to utilize minority business enterprises, women business enterprises as well as other business enterprises.


BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO.1
April 13, 2015

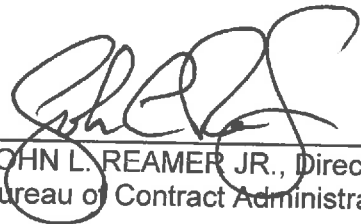
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Respectfully submitted,

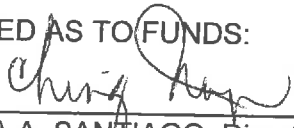

ENRIQUE G. ZALDIVAR
Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:


HANNAH CHOI, Program Manager
Office of Contract Compliance
Bureau of Contract Administration


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

APPROVED AS TO FUNDS:


VICTORIA A. SANTIAGO, Director
Office of Accounting

766/a/x 82 - \$220,000. -

Date: 4/13/15


Prepared by:
Norman A. Ronquillo
Wastewater Collection Systems Division
323-342-6039

TRANSMITTAL 1

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
February 29, 2012

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California
AND REFERRED TO THE MAYOR
FEB 29 2012


Executive Officer

CD: ALL

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

RECOMMENDATIONS

Authorize the Director of the Bureau of Sanitation to:

1. Approve and forward this report with transmittals to the Mayor 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 Roach Control and Treatment. The term of the proposed agreement shall be three (3) years. The contract ceiling has been established at \$90,000.
2. Upon authorization from the Mayor, the president or two members of the Board will execute the contract.
3. Return the executed contract to the Bureau of Sanitation (Bureau) for further processing. (Contact Norman A. Ronquillo at (323) 342 6039 to arrange for pick up).

TRANSMITTALS

1. Copy of the Bureau of Sanitation and Bureau of Contract Administration Joint Board Report No. 1, adopted March 2, 2011, authorizing the Bureau to distribute the Request for Proposals and negotiate a contract with the most qualified proposer(s) for roach control and treatment.
2. Copy of the proposed contract for Roach Control and Treatment with Golden Bell Products, Inc.

DISCUSSION**Background**

The City owns, maintains and operates one of the largest wastewater systems in the nation, which includes 6,500 miles of sewers, 135,000 maintenance structures, forty-four (44) pumping plants, two (2) wastewater treatment plants and two (2) water reclamation plants within a five hundred and fifty (550) square mile service area that serves over four million people. In addition, there are twenty nine (29) contract agencies (satellite systems) that use the City sewage conveyance system responsible for the operation and maintenance of their collection systems per their individual National Pollutant Discharge Elimination System (NPDES) permits and/or separate agreements.

PAGE 3

Golden Bell Products, Inc. has thorough knowledge of the methods required to meet all City goals and objectives. In addition, Golden Bell Products, Inc. is familiar with the City's collection system and its operation, as well as regulations associated with the sewer roach control and treatment.

The Term of Agreement and Contract Ceiling

The term of the proposed agreement shall be three (3) years from the date of execution. The contract ceiling has been established at \$90,000 for the three (3)-year contract period.

City of Los Angeles Contractual Requirements/ Laws/Policies

Golden Bell Products, Inc. has complied with the following applicable contractual requirements:

- ✓ • Nondiscrimination/Equal Employment Practices/Affirmative Action
- ✓ • Living Wage Ordinance and Service Contractor Worker Retention Ordinance
- ✓ • Equal Benefits Ordinance
- ✓ • Slavery Disclosure Ordinance
- Child Support Obligations Ordinance
- Business Tax Registration Certificate
- Municipal Lobbying Ordinance
- Insurance Requirements
- Americans with Disabilities Act
- Non-collusion Affidavit
- Contract History
- Los Angeles Residence Information
- ✓ • First Source Hiring

Contract 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 contract shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration upon completion of this contract.

Contractor Responsibility Ordinance

The contractor participating in this project is subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance #173677, [Article 14, Chapter 1, Division 10, L.A.A.C.]. Failure to comply with all requirements specified in the Ordinance will render the contract subject to termination pursuant to the conditions expressed therein.

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
February 29, 2011

PAGE 5

The contract contains a "Financial Liability Clause" which states, "the City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract."

Compliance Reviewed Performed
And Approved By:

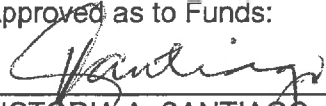


HANNAH CHOI, Program Manager
Office of Contract Compliance
Bureau of Contract Administration

Respectfully Submitted


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

Approved as to Funds:


VICTORIA A. SANTIAGO, Director
Office of Accounting
Date 2/23/12

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

TRANSMITTAL 2

CONTRACT NO. C- 120699

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

COPY

ROACH CONTROL and TREATMENT CONTRACT

TABLE OF CONTENTS

PAGE NO.

ARTICLE 1 – SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS	6
ARTICLE 2 – DEFINITIONS	6
ARTICLE 3 – PROJECT DESCRIPTION.....	8
ARTICLE 4 – RESPONSIBILITIES OF AND SERVICES TO BE PERFORMED BY THE CONTRACTOR	9
ARTICLE 5 – KEY CONTRACTOR PERSONNEL.....	23
ARTICLE 6 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY.....	24
ARTICLE 7 – TERM OF AGREEMENT AND TIME OF EFFECTIVENESS.....	25
ARTICLE 8 – TERMINATION	26
ARTICLE 9 – SUBCONTRACT APPROVAL.....	28
ARTICLE 10 - COMPENSATION, INVOICING, AND PAYMENT	29
ARTICLE 11 - AMENDMENTS, CHANGES, OR MODIFICATIONS	32
ARTICLE 12 – INDEMNIFICATION AND INSURANCE.....	32
ARTICLE 13 – INDEPENDENT CONTRACTORS.....	34
ARTICLE 14 – WARRANTY AND RESPONSIBILITY OF CONTRACTOR.....	34
ARTICLE 15 – INTELLECTUAL PROPERTY WARRANTY.....	35
ARTICLE 16 – OWNERSHIP AND LICENSE	36
ARTICLE 17 – SUCCESSORS AND ASSIGNS.....	37
ARTICLE 18 – CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION	38

ARTICLE 19 – FORCE MAJEURE	38
ARTICLE 20 – SEVERABILITY	39
ARTICLE 21– DISPUTES.....	39
ARTICLE 22 – ENTIRE AGREEMENT.....	39
ARTICLE 23 – APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT... 	40
ARTICLE 24 – CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED.....	40
ARTICLE 25 – WAIVER.....	41
ARTICLE 26 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION	41
ARTICLE 27 – PERMITS	42
ARTICLE 28 – DISCOUNTS.....	42
ARTICLE 29 – CLAIMS FOR LABOR AND MATERIALS.....	42
ARTICLE 30 – BREACH.....	43
✓ARTICLE 31– NON-DISCRIMINATION.....	43
✓ARTICLE 32 – EQUAL EMPLOYMENT PRACTICES.....	44
✓ARTICLE 33 – AFFIRMATIVE ACTION PROGRAM.....	47
ARTICLE 34 – CHILD SUPPORT ASSIGNMENT ORDERS.....	53
ARTICLE 35 – LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE	55
ARTICLE 36 – AMERICANS WITH DISABILITIES ACT	58
ARTICLE 37 – CONTRACTOR RESPONSIBILITY ORDINANCE	58
ARTICLE 38– MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE SUBCONTRACTOR OUTREACH PROGRAM	59

✓ ARTICLE 39 – EQUAL BENEFITS ORDINANCE	60
✓ ARTICLE 40 – SLAVERY DISCLOSURE ORDINANCE	61
ARTICLE 41 – CONTRACTOR PERFORMANCE EVALUATION ORDINANCE.....	61
ARTICLE 42 – MUNICIPAL LOBBYING ORDINANCE.....	62
✓ ARTICLE 43 – FIRST SOURCE HIRING ORDINANCE.....	62

EXHIBITS

EXHIBIT 1	Contractor Responsibility Ordinance Package
EXHIBIT 2	BTRC Notice and Application Form
EXHIBIT 3	Non-Discrimination, Equal Employment, Affirmative Action Package
EXHIBIT 4	Insurance Requirements Package
EXHIBIT 5	Equal Benefits Ordinance Package
EXHIBIT 6	Service Contractor Worker Retention Ordinance/Living Wage Ordinance Package
EXHIBIT 7	Municipal Lobbying Ordinance
EXHIBIT 8	City of Los Angeles Contract History
EXHIBIT 9	Los Angeles Residence Information
EXHIBIT 10	Non-Collusion Affidavit
EXHIBIT 11	First Source Hiring Ordinance
EXHIBIT 12	Slavery Disclosure Ordinance
EXHIBIT 13	Cost Schedule

ROACH CONTROL AND TREATMENT CONTRACT

This AGREEMENT, made and entered into by and between the Bureau of Sanitation, Department of Public Works, 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:

WITNESSETH

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

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

WHEREAS, there is an ongoing need to reduce the roach population in the sewer system through the effective implementation of a roach control and treatment program; and

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

WHEREAS, on March 2, 2011, the Board of Public Works authorized the Bureau of Sanitation to distribute a Request For Proposals (RFP) for roach control and treatment and to negotiate a contract with a qualified proposer; and

WHEREAS, on May 11, 2011, the Bureau of Sanitation received one (1) proposal in response to the RFP; and

WHEREAS, Golden Bell Products, Inc. (CONTRACTOR) was deemed the only qualified proposer with the experience and expertise to perform said services as determined by CITY staff based on the evaluation criteria set forth in the RFP; and

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

WHEREAS, the services to be provided by the 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 three (3) year contract term, in accordance with all applicable laws, rules, regulations and other requirements of local, state, and federal governments.

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 – SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, and/or section headings appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, intent or construction of any of the terms or provisions hereof. The language of this CONTRACT shall be construed according to its fair meaning and not strictly for or against the CITY or the CONTRACTOR. The singular shall include the plural. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

ARTICLE 2 – DEFINITIONS

The following definitions are used in this CONTRACT unless otherwise stipulated:

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.

BUREAU	Bureau of Sanitation, Department of Public Works, 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. 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 the Bureau of Sanitation or his/her designated representative.
HOLIDAYS	The CITY recognizes, but is not limited to, the following holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

INSECTA	Insecticide to be used in this AGREEMENT, unless otherwise specified.
MBE/WBE/OBE	Minority/Women/Other Business Enterprises
MH	Maintenance Hole
SERVICE	Roach Control and Treatment
SUBCONTRACTOR	An individual or company having an agreement with CONTRACTOR to provide services, equipment, or materials to CONTRACTOR.
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. The BUREAU is responsible for operating/ 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 reduce 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 4,186 MHs of the CITY's sewer system for a term of three (3) years (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 by the CITY.

The CONTRACTOR will be required to submit documentation of the treatment as required in Article 10.3. The CONTRACTOR shall report the number of MHs and cleanouts treated when submitting billing invoices and shall indicate in writing on each map the number of MHs and cleanouts treated, and 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 analysts or 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.

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 thirty (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 expenses incurred by the CITY.

4.1 GENERAL REQUIREMENTS

The roach control and 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 3 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 on a weekly basis. 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 local laws and accepted practice. Additionally, the CONTRACTOR shall demonstrate knowledge of current safety requirements and maintain in good standing all required permits for confined space entry.

The CONTRACTOR shall be responsible for each job site, subject to the directions of the CITY PROJECT MANAGER.

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 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 (7) 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 any minimum or maximum quantities under this CONTRACT.

Nothing in this CONTRACT shall be construed as obligating the CITY to do so.

4.3 RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CITY

The CITY will designate a CITY PROJECT MANAGER representing the CITY in all matters within the scope of this CONTRACT relating to the conduct and approval of the work to be performed. Whenever the term "approval of the CITY," "consult with the CITY," "confer with the CITY," or similar terms are used, they shall refer to the CITY's PROJECT MANAGER. The CITY PROJECT MANAGER may designate an assistant to act in his/her stead. The CITY PROJECT MANAGER

may be changed at the direction of the Director of the Bureau of Sanitation at any time.

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.

4.4 SCOPE OF WORK

- The CONTRACTOR shall apply INSECTA for vector control application in sanitary sewer MHs and treat to a depth of eight (8) feet, with an approximate area covering one hundred (100) square feet per MH. The CONTRACTOR shall apply coating based on the manufacturer recommended rate of five (5) MHs per gallon, not to exceed three (3) 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 twenty-four (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, residents' 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 (1) week of assignment.

The CONTRACTOR shall report the number of MHs and cleanouts 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

and cleanouts 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 and cleanouts.

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 and Cleanouts 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 Dietyl-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 a 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 EPA 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 EPA. In addition, the product must be pre-mixed and formulated within an EPA 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 and manufacturer and method of application. It shall be the sole discretion of the CITY to allow such new technology, procedures, methods or materials. If such substitute methodologies prove not to meet the treatment standards set forth herein, the CITY reserves the right to reject equivalent methods which were previously approved.

4.10 ACCEPTABLE MATERIALS AND PERFORMANCE STANDARD

The CONTRACTOR must be familiar with the trade standards and the CITY'S requirements for sewer pest control. The CONTRACTOR must hold correct 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 EPA approved and must be effective to last for a period of two (2) 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 GUARRANTEE

The CONTRACTOR must guarantee the application for two (2) years from the date of treatment. The CONTRACTOR shall provide upon request, references of successful treatments that include the warranty period of two (2) years of INSECTA. If more than twenty (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 twenty (20) live roaches within thirty (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 permission from the owner of the property. Some MHs are located in easements that are difficult to access.

4.13 SCHEDULING

For the non-special roach control requests , the CONTRACTOR shall submit a schedule before they commence treatment at least one (1) week in advance. 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 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 deemed 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.

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 CONTRACTOR 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 of breakage and damage. The CITY will take the responsibility of changing the broken or damaged MH cover and addressing the surcharge problem.

4.17 INACCESSIBLE MAINTENANCE HOLES

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 a.m. to 4:00 p.m. PST, Monday through Friday, except holidays observed by the CITY, or the CITY'S emergency phone number at (310) 822-0777 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 forces arrive, 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 amongst 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

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. All costs for labor, equipment, and materials required to establish traffic control shall be included in the CONTRACT price.

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, 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.

4.21 CONTRACTOR SCHEDULE OF SERVICES AND COST

Roach Treatment Estimate: $\$21.50/\text{MH} \times 4186 \text{ MHs} = \$89,999.00$

The CITY will provide maps for 150-200 MHs to be treated at any one time.

Refer to the Exhibit 13, "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

Address: 200 N. Jefferson St. Unit M, Anaheim, CA 92807

TEL/FAX Number: (714) 630 3861/ (714) 630 4807

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 the prior consent and approval of CITY PROJECT MANAGER, provided such consent shall not be unreasonably withheld.

- 5.3 Unless otherwise provided or approved by the CITY, CONTRACTOR shall use its own employees to perform the services described in this CONTRACT. The CITY shall have the right to review and approve any personnel who are assigned to work under this CONTRACT. CONTRACTOR agrees to remove personnel from performing work under this CONTRACT if requested to do so by the CITY.
- 5.4 CONTRACTOR shall not use subcontractors to assist in performance of this CONTRACT without the prior written approval of the CITY. If the CITY permits the use of subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT. The CITY has the right to approve CONTRACTOR'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay CONTRACTOR'S SUBCONTRACTORS, and nothing herein creates any privity between the CITY and the SUBCONTRACTORS.

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

CITY designates Norman A. Ronquillo 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 stead. The CITY may designate another CITY employee to succeed Norman A. Ronquillo 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 CITY. The CITY will supply maps indicating the location of MHs and cleanouts, and will make accessible all designated MHs and cleanouts to be treated. If not accessible, the CONTRACTOR shall notify the CITY immediately, so it can properly expose the MH for treatment. The CITY will provide routine inspection and assistance if necessary.

ARTICLE 7 – TERM OF AGREEMENT AND TIME OF EFFECTIVENESS

Unless otherwise provided, the term of this AGREEMENT shall be for three (3) years at the CITY'S sole discretion, for the services outlined within this AGREEMENT, from the date of CONTRACT execution by the CITY, unless terminated as provided under Article 8, or extended by amendment or change order to this AGREEMENT and signed by both the parties. The date of full execution is deemed to be the date when all the following events have occurred:

- This AGREEMENT has been signed on behalf of CONTRACTOR by the person or persons authorized to bind CONTRACTOR hereto;
- This AGREEMENT has been approved by the City Council or by the BOARD, officer or employee authorized to give such approval;
- The Office of the City Attorney has indicated in writing its approval of this AGREEMENT as to form; and
- This AGREEMENT has been signed on behalf of the CITY by the person designated by the City Council, or by the board, officer or employee authorized to enter into this AGREEMENT.

ARTICLE 8 – TERMINATION

- 8.1 This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) CALENDAR DAYS' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
- 8.2 This AGREEMENT may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than thirty (30) CALENDAR DAYS' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. Upon receipt of said written notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expense, except as may be reasonably necessary to terminate its activities.
- 8.3 This AGREEMENT may be immediately terminated in writing by the CITY if (1) 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 or (2) CONTRACTOR engages in any dishonest conduct related to the

performance or administration of this AGREEMENT or violates the CITY'S lobbying policies.

8.4 If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default.

If termination for default is effected by the CONTRACTOR or if termination for convenience is effected by the CITY, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the CONTRACTOR relating to written commitments that were executed prior to the termination. Thereafter, CONTRACTOR shall have no further claims against the CITY under this AGREEMENT.

8.5 Upon receipt of a termination action under Articles 8.1, 8.2 or 8.3 above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all finished or unfinished documents and materials produced or procured under this CONTRACT, including all intellectual property rights thereto, which shall become CITY property upon date of such termination. CONTRACTOR agrees to execute

any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

- 8.6 Upon termination under Articles 8.1, 8.2 or 8.3 above, the CITY may take over the work and may award another party an AGREEMENT to complete the work under this AGREEMENT.
- 8.7 If, after the termination for failure of the CONTRACTOR to fulfill contractual obligations, it is determined that the CONTRACTOR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the CITY. In such event, adjustment of the AGREEMENT price shall be made as provided in Article 8.4 of this article.
- 8.8 The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

ARTICLE 9 – 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.

ARTICLE 10 - 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.

10.1 The cost ceiling for this CONTRACT shall not exceed \$90,000 over a three-year period or as modified by the CITY (extended by amendment or change order to this AGREEMENT and signed by both the parties). The CITY shall not be obligated to reimburse the CONTRACTOR for costs incurred in excess of the cost ceiling. The 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 cost ceiling unless and until the CITY shall have notified CONTRACTOR in writing that such cost ceiling has been increased and shall have specified in such notice an estimated cost ceiling which shall thereupon constitute the cost performance of this AGREEMENT. In the absence of the specified notice, CITY shall not be obligated to reimburse the CONTRACTOR for any costs in excess of the cost ceiling set forth, whether those

costs were incurred during the course of the AGREEMENT or as a result of termination. When and to the extent that the cost ceiling has been increased, any costs incurred by the CONTRACTOR in excess of the cost ceiling prior to such increase shall be allowed to the same extent as if such costs had been incurred after the increase.

10.2 Costs incurred by the CONTRACTOR prior to actual date of full execution of the AGREEMENT shall only be payable to the 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 and said approval for payment occurs after the AGREEMENT is fully executed.

10.3 The CONTRACTOR shall prepare an invoice after the work has been completed to the CITY'S satisfaction. The CONTRACTOR is responsible for the preparation and completion of a complete and accurate invoice. Invoices shall be prepared in such form and supported by such copies of invoices, time sheets and other documents of proof as may be reasonably required by the CITY to establish the monetary amount of such invoices as being allowable. Invoices and associated documentation shall be prepared at the sole expense and responsibility of the CONTRACTOR. The CITY will not compensate the CONTRACTOR for any costs incurred for invoice preparation.

10.4 The CONTRACTOR shall submit all invoices to:

Roach Control and Treatment Program
City of Los Angeles, Bureau of Sanitation
Wastewater Collection Systems Division

2714 Media Center Drive
Los Angeles, CA 90065

Attn: Norman A. Ronquillo

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 (1) year after the date of expiration of this AGREEMENT.

10.5 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 14 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 fifteen (15) days of receipt of invoice. If an invoice is not properly submitted, then a new fifteen (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 sixty (60) days. No expedition of payment or explanation of payment progress will be made within the total forty-five (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.

10.6 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 11 - AMENDMENTS, CHANGES, OR MODIFICATIONS

Amendments, changes or modifications in the terms of this AGREEMENT may be made at any time by mutual written AGREEMENT between the parties hereto and shall be signed by the persons authorized to bind the parties thereto.

ARTICLE 12 – INDEMNIFICATION AND INSURANCE

12.1 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 undertakes and agrees to defend, indemnify and hold harmless CITY and any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not

limited to, costs of experts and consultants), damage or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'S employees and agents or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason to the extent of the negligent acts, errors, omissions or willful misconduct incident to the performance of this AGREEMENT by the CONTRACTOR or its SUBCONTRACTORS of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this AGREEMENT and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of this paragraph shall survive expiration or termination of this AGREEMENT.

12.2 INSURANCE

During the term of this CONTRACT and without limiting the CONTRACTOR'S indemnification of the CITY, the CONTRACTOR shall provide and maintain at its own expense during the term of this CONTRACT a program of insurance having the coverage and limits customarily carried and actually arranged by CONTRACTOR but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR), in EXHIBIT 4 hereto, covering its operations hereunder. Such insurance shall conform to CITY requirements as established by Charter, ordinance, or policy and shall comply with the instructions set forth, in EXHIBIT 4, and which can also be found at the Board of Public Work's website: <http://bpw.lacity.org/Secretariat/Insurance.html>, in the form *Instructions and Information on Complying with CITY Insurance Requirements*, rev 10/09, and shall otherwise be in a form acceptable to the City Administrative Officer, Risk Management. The 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.

12.3 BONDS

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 had waived the requirements for a performance bond.

ARTICLE 13 – INDEPENDENT CONTRACTORS

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

ARTICLE 14 – WARRANTY AND RESPONSIBILITY OF CONTRACTOR

- 14.1 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.
- 14.2 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.

14.3 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 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.

14.4 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.

14.5 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.

ARTICLE 15 INTELLECTUAL PROPERTY WARRANTY

The CONTRACTOR represents and warrants that its performance of all obligations under this CONTRACT do not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information.

ARTICLE 16 – OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by CONTRACTOR or its SUBCONTRACTORS of any tier under this CONTRACT shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this CONTRACT including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. CONTRACTOR hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by CONTRACTOR under this CONTRACT. CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

For all Work Products delivered to the CITY that are not originated or prepared by CONTRACTOR or its SUBCONTRACTORS of any tier under this CONTRACT,

CONTRACTOR hereby grants a non-exclusive perpetual license to use such Work Products for any CITY purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of the CITY.

Any subcontract entered into by CONTRACTOR relating to this CONTRACT, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT to contractually bind or otherwise oblige its SUBCONTRACTORS performing work under this CONTRACT such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR'S CONTRACT with the CITY.

ARTICLE 17 – 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 26.

ARTICLE 18 – CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION

All notices shall be made in writing and may be given by personal delivery or by mail. Such notices sent by 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: Norman A. Ronquillo

Address: 2714 Media Center Drive

Los Angeles, CA 90065

To CONTRACTOR:

Contact Person: Michelle Webster

Address: 1200 N. Jefferson St. "M"

Anaheim, CA 92807

ARTICLE 19 – FORCE MAJEURE

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes;

epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

ARTICLE 20 – 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 21 – 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 22 – 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 23 – APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This AGREEMENT and its performance shall be enforced and interpreted under the laws of the State of California. All causes of action arising directly or indirectly from the business relationship evidenced by this AGREEMENT must be filed in the appropriate state or federal court located in Los Angeles County, California, and each party agrees to be subject to the jurisdiction of the State of California regardless of their residence. CONTRACTOR shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this AGREEMENT.

If any part, term or provision of this AGREEMENT is held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this AGREEMENT, the validity of the remaining parts, terms or provisions of the AGREEMENT shall not be affected thereby.

ARTICLE 24 – CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION

CERTIFICATE REQUIRED

If applicable, CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certification(s) required by the CITY'S Business Tax Ordinance, section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term

covered by this AGREEMENT, the CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under Business Tax Ordinance and shall not allow any such Certificate to 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 25 – WAIVER

A waiver of a default of any part, term or provision of this AGREEMENT 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 26 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

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

- a) Assign or otherwise alienate any of its rights hereunder this AGREEMENT, including the right of payment; or
- b) Delegate, subcontract, or otherwise transfer any of its duties hereunder this AGREEMENT.

ARTICLE 27 – PERMITS

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

ARTICLE 28 – DISCOUNTS

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

ARTICLE 29 - CLAIMS FOR LABOR AND MATERIALS

The CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this AGREEMENT, 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 the CONTRACTOR hereunder), against the CONTRACTOR'S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

ARTICLE 30 – 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 31 - NON-DISCRIMINATION

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

Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with such obligations shall subject CONTRACTOR to the

imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR'S CONTRACT with the CITY.

ARTICLE 32 - EQUAL EMPLOYMENT PRACTICES

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

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

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
3. CONTRACTOR agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry,

national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, CONTRACTOR shall certify in the specified format that he or she has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. On their or either of their request CONTRACTOR shall provide evidence that he or she has or will comply therewith.
- E. The failure of any CONTRACTOR to comply with the Equal Employment Practices provisions of this CONTRACT may be deemed to be a material breach of CITY contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to CONTRACTOR.
- F. Upon a finding duly made that CONTRACTOR has failed to comply with the Equal

Employment Practices provisions of a CITY contract, the CONTRACT may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the BOARD that the CONTRACTOR is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two (2) years, or until CONTRACTOR shall establish and carry out a program in conformance with the provisions hereof.

- G. Notwithstanding any other provision of this CONTRACT, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this CONTRACT shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the CITY, or when an individual bid or proposal is submitted, CONTRACTOR shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of CITY Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Hiring practices;

2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 3. Training and promotional opportunities; and
 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with all such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR'S CONTRACT with the CITY.

ARTICLE 33 - AFFIRMATIVE ACTION PROGRAM

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

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

manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 3. CONTRACTOR shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, CONTRACTOR shall certify on an electronic or hard copy form to be supplied, that CONTRACTOR has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of CITY contracts, and on their or either of their request to

provide evidence that it has or will comply therewith.

- E. The failure of any CONTRACTOR to comply with the Affirmative Action Program provisions of CITY contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to CONTRACTOR.
- F. Upon a finding duly made that CONTRACTOR has breached the Affirmative Action Program provisions of a CITY contract, the CONTRACT may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such breach may be the basis for a determination by the awarding authority or the BOARD that the said CONTRACTOR is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two (2) years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that CONTRACTOR has been guilty of willful violation of the California Fair Employment and Housing Act, or the Affirmative

Action Program provisions of a CITY contract, there may be deducted from the amount payable to CONTRACTOR by the CITY under the contract, a penalty of ten dollars (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a CITY contract.

- H. Notwithstanding any other provisions of a CITY contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in CITY contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. CONTRACTOR shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the CITY. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the CONTRACT. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve (12) months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, CONTRACTOR may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, CONTRACTOR must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the CONTRACT is

awarded.

1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 2. CONTRACTOR may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the CITY with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of CONTRACT award for the entire CONTRACT term without the mutual agreement of the awarding authority and CONTRACTOR.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning and other on-

the-job training for non-apprenticeable occupations;

2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
6. The entry of qualified women, minority and all other journeymen into the industry; and
7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

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

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the CONTRACTOR at his or her

discretion. Approved Affirmative Action Agreements become the property of the CITY and may be used at the discretion of the CITY in its Contract Compliance Affirmative Action Program.

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

ARTICLE 34 – CHILD SUPPORT ASSIGNMENT ORDERS

This CONTRACT is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, CONTRACTOR will fully comply with all applicable State and Federal employment reporting requirements for CONTRACTOR'S employees. CONTRACTOR shall also certify (1) that the Principal Owner(s) of CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that CONTRACTOR will fully

comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, et seq. of the California Family Code; and (3) that CONTRACTOR will maintain such compliance throughout the term of this CONTRACT.

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

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

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

**ARTICLE 35 – LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR
WORKER RETENTION ORDINANCE**

A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, which is attached hereto as Exhibit 6 and incorporated herein by this reference, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:

1. The CONTRACTOR assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits of compensated and uncompensated days off and health benefits, as defined in the LWO.
2. The CONTRACTOR further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR shall require each of its SUBCONTRACTORS within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. CONTRACTOR shall receive and retain on file the executed pledges from each such SUBCONTRACTOR within ninety (90) days of the execution of

the Subcontract. CONTRACTOR'S evidence of executed pledges from each such SUBCONTRACTOR shall fully discharge the obligation of the CONTRACTOR to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.

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

4. Any Subcontract entered into by the CONTRACTOR relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the LWO and the SCWRO.

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

B. Under the provisions of Section 10.36.3(c) and Section 10.37.6(c) of the Los Angeles Administrative Code, the CITY shall have the authority, under

appropriate circumstances, to terminate this AGREEMENT and otherwise pursue legal remedies that may be available if the CITY determines that the subject CONTRACTOR has violated provisions of the LWO and the SCWRO or both.

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

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

ARTICLE 36 – AMERICANS WITH DISABILITIES ACT

The CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act 42 U.S.C. Section 12101 et seq. and its implementing regulations. The CONTRACTOR will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. The CONTRACTOR will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the CONTRACTOR, relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

ARTICLE 37 – CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this CONTRACT is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, as amended from time to time, which requires CONTRACTOR to update its responses to the responsibility questionnaire within thirty (30) CALENDAR DAYS after any change to the responses previously provided if such change would affect CONTRACTOR'S fitness and ability to continue performing this CONTRACT.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this CONTRACT, CONTRACTOR pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this CONTRACT, including

but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. CONTRACTOR further agrees to: (1) notify the CITY within thirty (30) CALENDAR DAYS after receiving notification that any government agency has initiated an investigation which may result in a finding that CONTRACTOR is not in compliance with all applicable federal, state and local laws in performance of this CONTRACT; (2) notify the CITY within thirty (30) CALENDAR DAYS of all findings by a government agency or court of competent jurisdiction that CONTRACTOR has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its SUBCONTRACTOR(S), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the CITY; and (4) unless exempt, ensure that its SUBCONTRACTOR(S), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the CITY within thirty (30) CALENDAR DAYS after any government agency or court of competent jurisdiction has initiated an investigation or has found that the SUBCONTRACTOR has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

ARTICLE 38 – MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE

SUBCONTRACTOR OUTREACH PROGRAM

It is the intention of the Department of Public Works and its Board to offer as many sub-contracting opportunities to minority, women, and other business enterprises as possible. Recognizing that the project cost is only \$90,000 and essentially no activities can be subcontracted out of the service requested by this contract, MBE/WBE/OBE

participation for this project is not required. However, respondents are encouraged to seek opportunities and utilize subcontractors to the maximum extent possible.

ARTICLE 39- EQUAL BENEFITS ORDINANCE

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

- A. During the performance of the CONTRACT, the CONTRACTOR certifies and represents that the CONTRACTOR will comply with the EBO.
- B. The failure of the CONTRACTOR to comply with the EBO will be deemed to be a material breach of this CONTRACT by the CITY.
- C. If the CONTRACTOR fails to comply with the EBO, the CITY may cancel, terminate or suspend this CONTRACT, in whole or in part, and all monies due or to become due under this CONTRACT may be retained by the CITY. The CITY may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
- E. If the CITY'S Designated Administrative Agency determines that a CONTRACTOR has set up or used its contracting entity for the purpose of evading the intent of the EBO, the CITY may terminate the CONTRACT. Violation of this provision may be used as evidence against CONTRACTOR in actions taken pursuant to the

provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

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

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-2625."

ARTICLE 40 – SLAVERY DISCLOSURE ORDINANCE

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

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 fourteen (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 7, 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

Unless otherwise exempt in accordance with the provisions of this Ordinance, this CONTRACT is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

CONTRACTOR shall, prior to the execution of the CONTRACT, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that CONTRACTOR estimate they will need to fill in order to perform the services under the CONTRACT.

CONTRACTOR further pledges that it will, during the term of the CONTRACT, shall a) At least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the CONTRACTOR shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONTRACTOR interviewed and the reasons why referred individuals were not hired.

Any Subcontract entered into by the CONTRACTOR relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

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

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the Designated Administrative Agency has determined that the CONTRACTOR intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be

documented in each of the CONTRACTOR'S subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the CITY'S authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this CONTRACT and otherwise pursue legal remedies that may be available if the Designated Administrative Agency determines that the subject CONTRACTOR has violated provisions of the FSHO.

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

CITY OF LOS ANGELES

By: [Signature]
Title: Commissioner, Board of Public Works

Date: 6/11/12

By: _____

Title: Commissioner, Board of Public Works

Date: _____

GOLDEN BELL PRODUCTS, INC.

By: [Signature]
Title: Program Manager

Date: 2/21/2012

APPROVED AS TO FORM

CARMEN A. TRUTANICH, City Attorney

By: [Signature]
JOHN A. CARVALHO

Title: Deputy City Attorney

Date: 2/14/02



ATTEST:

JUNE LAGMAY, City Clerk

By: [Signature] 7/13/12
Title: Deputy City Clerk



Date: _____

EXHIBIT 1

CONTRACTOR RESPONSIBILITY ORDINANCE PACKAGE

**CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE**

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for services and for purchasing goods and products that involve a value in excess of twenty-five thousand dollars (\$25,000) and a term in excess of three months are covered by this Article; and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

Golden Bell Products, Inc 1200 N Jefferson St. Unit M, Anaheim CA 92807-714-630-3861
Company Name, Address and Phone Number

Michelle Webster
Signature of Officer or Authorized Representative

2/3/2015
Date

Michelle Webster - Program Manager
Print Name and Title of Officer or Authorized Representative

City of Los Angeles PW Sanitation WW Collection Sys. Division
Awarding City Department

C-120699-1
Contract Number

CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.
In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

City of Los Angeles Dept. of Public Works Bureau of Sanitation Norman Ronquillo
City Department/Division Awarding Contract City Contact Person Phone
323-342-6039
Roach control and Treatment Services
City Bid # Contract Number/Change/Retrial and Project Title

BIDDER/CONTRACTOR INFORMATION

Golden Bell Products, inc
Bidder/Proposer Business Name
1200 N. Jefferson St. Unit M. Anaheim CA 92807
Street Address City State Zip
Michelle Webster, Program Manager 714-630-3861 714-630-4807
Contact Person Title Phone Fax

TYPE OF SUBMISSION.

The Questionnaire being submitted is:

- An initial submission of a completed Questionnaire
- An update of a prior Questionnaire dated ____/____/____
- No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated 4 / 25 / 2011 was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Michelle Webster, Program Manager Michelle Webster 11-7-11
Print Name, Title Signature Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: 14

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organization's structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

Corporation: Date incorporated 5 / 18 / 1983 State of incorporation: California

List the corporation's current officers.

President: Murrill Golden Adams

Vice President: Murrill Golden Adams

Secretary: Marilyn Marie Adams

Treasurer: Marilyn Marie Adams

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

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

Limited Liability Company: Date of formation: ___/___/___ State of formation: _____

List members who own 5% or more of the company. Use Attachment A if more space is needed.

Partnership: Date formed: ___/___/___ State of formation: _____

List all partners in your firm. Use Attachment A if more space is needed.

Sole Proprietorship: Date started: ___/___/___

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

Joint Venture: Date formed: ___/___/___

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

Yes No

If Yes, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

Yes No

If Yes, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

Yes No

If Yes, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change of the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

Yes No

If Yes, list on Attachment A the name of the corporation or partnership that actually holds the license.

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

The responses to the remaining questions in this Questionnaire will not be posted on the Internet but will be made available to the public for review upon request. Contact the appropriate Designated Administrative Agency.

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?

Yes No

If Yes, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. For many years has your firm been in business? 28 Years

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

Yes No

If Yes, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

Check the box if you have not had any similar contracts in the last five years.

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a), and (b) below, check Yes even if the matter proceeded to arbitration, without court litigation. For part (c), check Yes only if the matter proceeded to court litigation. If you answer Yes to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

(a) Payment to subcontractors?

Yes No

(b) Work performance on a contract?

Yes No

(c) Employment-related litigation brought by an employee?

Yes No

14. Does your firm have any outstanding judgments pending against it?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

19. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

20. For questions (a), (b), and (c) below, check Yes if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check Yes to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

Yes No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

Yes No

(c) In the past five years, has your firm been convicted or found liable in a civil suit for making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

Yes No

21. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Murrill G Adams, President Murrill G Adams 4-25-2011
 Print Name, Title Signature Date

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections D through H will not be posted on the internet but will be made available to the public for review upon request. Make copies of this Attachment if additional pages are needed.

Page 1.

Question 8:

- I a) City of Los Angeles - Bureau of Sanitation Public Works - Waste Water Collc. Div.
 b) Treat Sewer manholes for Roach Control
 c) \$ 9,990⁰⁰
 d) Started 10/10/2005
 e) ended 10/19/2005
- II a) City of Los Angeles W.W. Collection Sys. Div. Bureau of Sanitation / Public Works
 b) Treat Sewer manholes for Roach Control
 c) \$ 19,499⁰⁰
 d) started 6/11/2007
 e) ended 6/21/2007
- III a) City of Los Angeles W.W. Collection System Div. Bureau of Sanitation / Public Works
 b) Treat Sewer manholes for Roach Control
 c) \$ 34,000⁰⁰
 d) Started 11/6/2007
 e) ended 12/3/2007

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections D through H will not be posted on the internet but will be made available to the public for review upon request. Make copies of this Attachment if additional pages are needed.

Page 2

Question 8 continued

IV a) City of Los Angeles P/W Sanitation - Waste Water Collection Sys. Division

b) Treat Sewer Manholes for Roach Control

c) \$ 19,499

d) started 11/21/2008

e) ended 12/12/2008

V a) City of Los Angeles P/W Sanitation - Waste Water Collection Sys. Div.

b) Treat sewer manholes for Roach Control

c) \$ 19,499

d) started 10/26/2009

e) ended 11/4/2009

VI a) City of Los Angeles P/W Sanitation - Waste Water Collection Sys. Div.

b) Treat Sewer manholes for Roach Control

c) \$ 49,997⁰⁰

d) started 11/18/2010

e) ended 12/24/2010

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections D through H will not be posted on the internet but will be made available to the public for review upon request. Make copies of this Attachment if additional pages are needed.

Page 3

Question 9:

Our company contracts with over 60 cities in California to service their sewer manholes for roach control. Our service agreements range from 150 manholes or 1 days work up to 5000 manholes or 35 days worth of work.

The following is a list of a handful of Cities that we do work for each year some for over 10 years, that are similar in number of manholes treated or as this bid-proposals project cost.

- I. a) City of Downey
b) treat sewer manholes for roach control
c) Total Cost: \$ 29,997⁰⁰
d) Start date: 9/22/2006
e) End date: 10/6/2006.

We continue to treat ~~approx~~ 2000 manholes annually for the City of Downey

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections D through H will not be posted on the internet but will be made available to the public for review upon request. Make copies of this Attachment if additional pages are needed.

Page 4

Question 9 cont:

II a) City of Pasadena

- b) Treat Sewer manholes for roach Control
- c) Total Cost \$ 24,999⁰⁰
- d) Start Date 8/23/2010
- e) end date: 9/7/2010

We continue to treat manholes for the City of Pasadena and have since 2006.

III a) City of San Juan Capistrano

- b) Treat Sewer manholes for roach Control
- c) Total Cost \$ 28,832⁰⁰
- d) Start date: 6/10/2009
- e) end date: 6/22/2009.

We continue to treat the City of San Juan Capistrano's entire sewer system for roaches and have been treating manholes since 2004.

SIGNATURE SHEET AND AFFIDAVIT

I We Murriel G Adams + Marilyn M Adams depose and say that I am/We are President/owner +

Secretary/treasurer of Golden Bell Products, inc

1200 N Jefferson St. Unit M. Anaheim. CA 92807

Pest Control Business License # 32310 License Classification N/A Expiration Date 12/31/2012

who submit this proposal to the Board of Public Works and hereby declare

- (1) That I/We have read this proposal and have decided to bid and agree to the conditions herein and have carefully examined the project plans and read the specifications and I/We hereby propose to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications for the unit prices or lump sums stated in the Schedule of Work and Prices. Furthermore, I/We have received a copy of the [unclear] and I/We understand my/our obligations under this policy as a bidder and as a contractor should this contract be awarded to my/our
- (2) That this proposal is genuine and not a sham or collusion, nor made in the interest or in behalf of any person not herein named, and that I/We have not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that I/We have not in any manner sought by collusion to secure for myself/ourselves an advantage over any other bidder.
- (3) This contract is expressly made for the benefit of the signatory parties only. It is not the intent of any of the signatory parties to create or discharge any duty, express or implied, to any party other than the signatory parties. Any benefit derived from this contract by a third party is unintended and incidental to the purpose for which this contract is made.
- (4) That I/We as principal acknowledge myself/ourselves as being bound by the accompanying Bid form when completed by the Bidder.
- (5) That I/We understand and understand the provisions of the Pollution Control - Sewage Spill Prevention and Response Requirements and are the intent of Public Works' policy of "Zero Spills" requirements as contained in Part IV of this Proposal. It over and over again, I/We agree to furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the performance and cleanup of any sewage or other pollutant spills or leaks occurring during the performance of this contract. I/We further agree to act immediately upon instructions from City staff, to contain and cleanup any spill in any way involved with my/our activities in this project. It may occur for reasons or what caused the spill.

ADDENDA - This proposal is submitted with respect to the changes to the contract included in Addenda numbers:

Note: If an Addendum has been issued by the City and not noted above as being received by the bidder, this proposal may be rejected.

I/We certify or declare under penalty of perjury that the foregoing is true and correct, and that if only one signature is provided, it is provided in accordance with Note 8 in the General Instructions and Information for Bidders (Part IV) of this proposal.

Murriel G Adams 5/10/11
Signature PRESIDENT / VICE PRESIDENT

Marilyn Adams 5/10/2011
Signature Secretary / Treasurer

SECOND SIGNATURE MAY BE REQUIRED WITH BID. FAILURE TO PROVIDE THE REQUIRED SIGNATURES WITH BID MAY RENDER THE BID NON-RESPONSIVE. IF ONLY ONE SIGNATURE IS SUBMITTED FOR A CORPORATION, THE CITY MUST BE FURNISHED THE REQUIRED SIGNATURE AUTHORIZATION WITH BID, OR A CURRENT COPY OF THE REQUIRED SIGNATURE AUTHORIZATION MUST BE ON FILE WITH THE BOARD OF ENGINEERING. (SEE NOTE BELOW).

Note: ALL SIGNATURES MUST BE PROPERLY COMPLETED AND WITNESSED BY A NOTARY. An All Purpose Certificate of Acknowledgment form pursuant to the California Civil Code Section 1189 must be attached to this page. See Note 8 in the General Instructions and Information for Bidders of this proposal for proper required signatures.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On May 10, 2011 before me, Rebecca L. Ruben, Notary Public
(Here insert name and title of the officer)

personally appeared Merrill G. Adams, Marilyn M. Adams

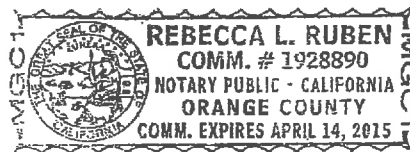
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Rebecca L. Ruben
 Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

<p>DESCRIPTION OF THE ATTACHED DOCUMENT</p> <p><u>Signature Sheet &</u> <small>(Title or description of attached document)</small></p> <p><u>Articles</u> <small>(Title or description of attached document continued)</small></p> <p>Number of Pages _____ Document Date _____</p> <p><small>(Additional information)</small></p>

<p>CAPACITY CLAIMED BY THE SIGNER</p> <p><input type="checkbox"/> Individual (s)</p> <p><input checked="" type="checkbox"/> Corporate Officer</p> <p>_____</p> <p><small>(Title)</small></p> <p><input type="checkbox"/> Partner(s)</p> <p><input type="checkbox"/> Attorney-in-Fact</p> <p><input type="checkbox"/> Trustee(s)</p> <p><input type="checkbox"/> Other _____</p>
--

CRO EXEMPTIONS

CITY OF LOS ANGELES
 Department of Public Works, Bureau of Contract Administration
 Special Research & Investigation Section
 221 North Figueroa Street, Suite 700 - Los Angeles, CA 90012
 Phone: (213) 580-5912
 Mail Stop 480

AWARDING AUTHORITY REQUEST FOR EXEMPTION FROM CONTRACTOR RESPONSIBILITY ORDINANCE QUESTIONNAIRE AND POSTING REQUIREMENTS

The Department of Public Works, Bureau of Contract Administration, Special Research & Investigation Section (SRIS) administers the Contractor Responsibility Ordinance (CRO) as it applies to service agreements. Unless exempted, a service agreement is subject to all requirements the CRO if it is for \$25,000 or more, and is at least three months in duration.

SECTION 1. INFORMATION ABOUT PROPOSED AGREEMENT

A. Proposed Agreement
 RFP/RFO/RFI or Contract # (if any): _____ Amount: \$ 30,000 / yr
 Term - Start Date: _____ End Date: _____
 Type of Service: Roach Control + Treatment

B. Awarding Department
 Name of contact person: Norman A Ronquillo Title: _____
 Department: Bureau of Sanitation WCRD Phone: 323-342-6039
 Signature: _____ Date: _____

C. Contractor Information (if known):
 Company Name: Golden Bell Products, Inc
 Company Address: 1200 N Jefferson St. Unit M State: CA Zip: 92807
 City: Anaheim

SECTION 2. BASIS FOR REQUEST FOR WAIVER FROM QUESTIONNAIRE AND POSTING REQUIREMENTS

Check below the basis for the request for exemption from the CRO. Submit the completed application to the Contractor Enforcement Section. An approval exempts the proposed agreement only from the CRO's Questionnaire and Posting requirement. The contract remains subject to all other CRO requirements.

Exigent circumstances. The Awarding Authority finds the City would suffer a financial loss or that City operations would be adversely impacted. Attach a memo explaining the circumstances and the financial loss or the adverse impact that would result.

Services are proprietary or available only from a single source. Attach a memo explaining why the services are proprietary or available only from a single source. If applicable, explain what efforts have been made to identify any other potential provider of the service.

Contract awarded in accordance with one of the following. Attach a memo explaining the circumstances of the applicable Charter Section.

- Charter Section 371(a)(5) - Urgent necessity.
- Charter Section 371(e)(6) - War, or national, state, or local emergency.
- Charter Section 371(e)(7) - Equipment repairs or parts obtained from manufacturer or exclusive agent.
- Charter Section 371(e)(8) - Cooperative arrangements with other governmental agencies.

New contract entered into as a result of an invitation for Bid (IFB) released prior to September 4, 2001. An IFB includes a RFB, RFP, RFO, and any other procurement process. A contract not covered by the CRO on this basis becomes subject to the CRO if it is amended after September 4, 2001. Fill in the information below:

Date IFB released: _____ Date contract executed: _____ Date work on contract began: _____
 Has there been an amendment to this contract since September 4, 2001? Yes No

FOR SRIS USE ONLY

Approved: _____	Not Approved. (See attached memorandum.)
Analyst: _____	Date: _____

JABco

Jim Lawrence
President
11468 Shoal Park
Noblesville, IN 46060

Office: (317) 776-9375
Toll Free: (888) 781-6955
Cell: (727) 365-6995
Fax: (317) 776-9376

March 12, 2011

To Whom It May Concern:

I, Jim Lawrence, President of JABco, the manufacturing company for Insecta, EPA registration number 45600-1, have granted Golden Bell Products the sole distribution and application rights within the State of California. Golden Bell Products has proven its expertise in selling and applying Insecta 45600-1 since 1997 and will maintain the sole source to Insecta until the year 2030.

Any California company that would use Insecta or Insecta Liquid is required to purchase the material from Golden Bell Products. If any bids were received indicating otherwise, the bidding company is misrepresenting itself. All Insecta 45600-1 product used for manhole cockroach control in sewer manholes is sold through Golden Bell Products.

Sincerely

Jim Lawrence
President

EXHIBIT 2

BTRC NOTICE AND APPLICATION FORM



CITY OF LOS ANGELES

OFFICE OF FINANCE

P.O. BOX 53200

LOS ANGELES CA 90053-0200

10 100-000933 0505 1

GOLDEN BELL PRODUCTS INC
POST OFFICE BOX #366
ATWOOD CA 92811-0366

1200 N JEFFERSON STREET UNIT #M
ANAHEIM, CA 92807-1629

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED
BUSINESS TAX

ISSUED: 04/21/2005

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0002036497-0001-8	L190	Profs/Occupations	04/21/2005	Active

T O GOLDEN BELL PRODUCTS INC
1200 N JEFFERSON STREET UNIT #M
ANAHEIM, CA 92807-1629
POST OFFICE BOX #366
ATWOOD, CA 92811-0366

ISSUED BY:

Antoinette D. Christavall

DIRECTOR OF FINANCE

EXHIBIT 3

NON-DISCRIMINATION, EQUAL EMPLOYMENT, AFFIRMATIVE ACTION PACKAGE

CITY OF LOS ANGELES

Awarding Dept: _____
Dept. Contact: _____
MS: _____ OCC#: _____

NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES • AFFIRMATIVE ACTION
CONSTRUCTION & NONCONSTRUCTION CONTRACTORS (VENDORS, SUPPLIERS, CONSULTANTS)

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 requires entities doing business with the City to comply with a Nondiscrimination/Affirmative Action Program. (Refer questions regarding these requirements to the Bureau of Contract Administration, Office of Contract Compliance, Equal Employment Opportunities Enforcement Section, at (213) 847-1922.) In order to comply, it is necessary that the bidder/proposer/respondent complete, sign and return with the bid/proposal/response, the following:

- A. For all contracts, the contractor agrees to adhere to the following Nondiscrimination Clause:**
- The contractor agrees and obligates the company not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition; and
 - All subcontracts awarded under this contract shall contain a like Nondiscrimination Clause.
- B. For construction contracts from \$1,000 to under \$5,000 and nonconstruction contracts from \$1,000 to under \$100,000, the contractor agrees to:**
- Adhere to the Nondiscrimination Clause above;
 - Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below; and
 - Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Page A-3 of this document.
- C. For construction contracts of \$5,000 or more and non-construction contracts of \$100,000 or more, the contractor agrees to:**
- Adhere to the Nondiscrimination Clause above;
 - Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below;
 - Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Pages A-4 and A-5 of this document;
 - Complete the Ethnic Composition of Total Work Force Report provided on Page A-2 of this document; and
 - Sign and submit an Affirmative Action Plan. The bidder must submit one of the two following plans:
 - Plan A. Los Angeles City Affirmative Action Plan ("Los Angeles City Affirmative Action Requirements") on Page A-6 and Page A-7 which is an approved plan requiring only signature of acceptance along with the Ethnic Composition of Work Force (Page A-2) and submittal to be effective; or,
 - Plan B. The Bidder's own Affirmative Action Plan for approval, which must contain at a minimum all of the elements of the City's Plan.
- D. Subcontractors:**
- The contractor shall require the same documents indicated above to be submitted for subcontractors of any contract awarded by the City; and
 - The contractor shall be responsible for obtaining the Affirmative Action Plans from its subcontractors. Additional forms are available from the Office of Contract Compliance or the awarding authority.

E. Equal Employment Opportunity Officer:
Please be advised that Michelle Webster, Program Manager is hereby
NAME OF DESIGNEE TITLE
 designated as the Company's Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm to ensure nondiscrimination in all of its employment practices. The Officer may be contacted at:
1200 N Jefferson St. Unit M Anaheim CA (714) 630-3861
WORK ADDRESS TELEPHONE
92807

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

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

Golden Bell Products, inc
COMPANY NAME
1200 N Jefferson St. Unit M
ADDRESS
Anaheim, Orange Co, CA 92807
CITY, COUNTY, STATE, ZIP

Murill G Adams
AUTHORIZED SIGNATURE
Murill G Adams, President/owner
NAME AND TITLE (TYPE OR PRINT)
714-630-3861 11/7/2011
TELEPHONE DATE

TOTAL COMPOSITION OF WORK FORCE

OCC# _____

Contractor Golden Bell Products, inc

Project Title Roach Control and treatment Service

Length of Contract _____

Contractor Address 1200 N. Jefferson St. Unit M Anaheim CA 92807

Work Force as of (Date) 11/7/2011

(If you have no employees, write "no employee at this time.")

FOR CONSTRUCTION PROJECTS (L.A. County Only)

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

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

FOR NON-CONSTRUCTION PROJECTS

OCCUPATION	AFRICAN AMERICAN (BLACK)		HISPANIC		ASIAN OR PACIFIC ISLANDER		AMERICAN INDIAN / ALASKAN NATIVE		CAUCASIAN (NON-HISPANIC)		TOTAL EMPLOYEES		% MINORITY		GENDER	
	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	R	T	R	T	M	F
Official & Managers									2		2		33%			2
Professionals																
Technicians									1		1				1	
Sales Workers																
Office / Clerical																
Semi-Skilled																
Laborers (Unskilled)			2						1		3		33%		3	
Service Workers																
TOTAL			2						4		6		66%		4	2

Employment statistics were obtained from:

Available Records Visual Check Other (Specify) _____

EQUAL EMPLOYMENT PRACTICES PROVISIONS
Construction Contracts in excess of \$1,000 or more but less than \$5,000 and
Nonconstruction Contracts of \$1,000 or more but less than \$100,000

Sec. 10.8.3. Equal Employment Practices Provisions.

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

- A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.
- E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract Compliance program.
- I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conducted of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeship occupations;
 - 3. Training and promotional opportunities; and
 - 4. Reasonable accommodations for persons with disabilities.
- L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

AFFIRMATIVE ACTION PROGRAM PROVISIONS N/A
Construction Contracts of \$5,000 or More and
Nonconstruction Contracts of \$100,000 or More

Sec. 188.4. Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

- A. During the performance of a City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any contractor to comply with the Affirmative Action program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The public Works board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

N/A

- K. The contractor shall submit an Affirmative Action Plan which shall meet the requirements of this Chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
- (1) Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
- (2) A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations.
 2. Classroom preparation for the job when not apprenticeable.
 3. Pre-apprenticeship education and preparation.
 4. Upgrading training and opportunities.
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work.
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needs, supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the city's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

LOS ANGELES CITY AFFIRMATIVE ACTION PLAN
LOS ANGELES CITY AFFIRMATIVE ACTION MANDATORY PROVISIONS

Notwithstanding any other provision of this Division to the contrary, every construction contract involving an expenditure of \$5,000 or more of City funds, except in cases of urgent necessity, as provided in Section 371 of the Charter of the City of Los Angeles and except as provided in Section 10.9 of this Code, shall contain as part of the contract an Affirmative Action Plan substantially as set forth in this section and which by the contractor's signature affixed thereto, shall constitute and be established as the contractor's Affirmative Action Plan. The Plan, which may be a plan proposed by the contractor or the City's proposed Plan prepared by the Office of Contract Compliance, shall be subject to the approval of the Office of Contract Compliance prior to award of the contract. The Plan may consist of a Plan approved by the Office of Contract Compliance within the previous twelve months. If the previously approved Plan is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance which shall be subject to approval before the contract may be awarded.

Sec. 10.13. Mandatory Provisions Pertaining to Nondiscrimination in Employment and Affirmative Action in Hiring Employees in the Performance of Work on Certain City Construction Contracts.

1. Construction Contracts Included.

The contractor shall not be eligible for an award of a City Construction Contract in excess of \$5,000, unless the contractor has submitted as part of the bid a written Affirmative Action Plan embodying both (1) anticipated levels of minority¹, women and all other staffing utilization, and (2) specific affirmative action steps directed at applying good faith efforts in a nondiscriminatory manner to recruit and employ minority, women and all other potential staff or is deemed to have submitted such a program pursuant to Subsection 3 of this section. Both the anticipated levels and the affirmative action steps must be taken and applied in good faith and in a nondiscriminatory manner to attempt to meet the requirements of this section for all trades which are to be utilized on the project, whether subcontracted or not.

¹"Minority" is defined as the term "minority person" is defined in subsection (f) of section 2000 of the California Public Contract Code.

2. Anticipated Utilization.

The plan must set forth anticipated minority, women, and all other staffing utilization by the contractor and all subcontractors on each project constructed by the City using those trades within the area of jurisdiction of the Los Angeles Building and Construction Trades Council within the City of Los Angeles in each work class and at all levels in terms of staff hours. The anticipated levels of minority, women and other staffing utilization shall be the levels at which each of those groups are represented in the relevant workforce in the Greater Los Angeles Area as determined by the U. S. Bureau of the Census and made available by the Office of Contract Compliance. Attainment of the anticipated levels of utilization may only be used as an indicia of whether the contractor has complied with the requirements of this section and has applied its Affirmative Action Plan in good faith and in a nondiscriminatory manner. Failure to attain the anticipated levels of utilization shall not, by itself, disqualify the contractor for award of a contract or subject the contractor to any sanctions or penalties.

In no event may a contractor utilize the requirements of this section in such a manner as to cause or result in discrimination against any person on account of race, color, religion, ancestry, age, disability, medical condition, marital status, domestic partner status, sex, sexual orientation, or national origin.

3. An Affirmative Action Plan.

The contractor certifies and agrees to immediately implement good faith efforts measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:

- a. Recruit and make efforts to obtain such employees through:
 - (1) Advertising employment opportunities in minority and other community news media. Notifying minority, women and other community organizations of employment opportunities.
 - (2) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
 - (3) Encouraging present minority, women and other employees to refer their friends and relatives.
 - (4) Promoting after school and vacation employment opportunities for minority, women and other youth.
 - (5) Validating all job specifications, selection requirements, tests, etc.
 - (6) Maintaining a file of names and addresses of each worker referred to the contractor and what action was taken concerning such worker.
 - (7) Notifying the appropriate awarding authority of the City and the Office of Contract Compliance in writing when a union with whom the contractor has a collective bargaining agreement has failed to refer a minority, woman or other worker.
- b. Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in nondiscriminatory manner so as to achieve and maintain a diverse work force.
- c. Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.
- d. Secure cooperation or compliance from the labor referral agency to the contractor's contractual affirmative action obligations.
- e. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Officer; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

- f. Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.
4. The contractor shall make a good faith effort with respect to apprenticeship and training program to:
 - a. Recruit and refer minority, women and other employees to such programs;
 - b. Establish training programs within the company and/or its association that will prepare minority, women and other employees for advancement opportunities.
 - c. Abide by the requirements of the Labor Code of the State of California with respect to the provision of apprenticeship job opportunities.
5. The contractor shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all its operations and contracts. Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum and shall be submitted with its bid to the appropriate awarding authority of the City and to the Office of Contract Compliance of the City.
6. Where problems are experienced by the contractor in complying with its obligations pursuant to this section, the contractor shall document its good faith effort to comply with the requirements by the following procedure. The contractor shall state:
 - a. What steps were taken, how and on what date.
 - b. To whom those efforts were directed.
 - c. The responses received, from whom and when.
 - d. What other steps were taken or will be taken to comply and when.
 - e. Why the contractor has been or will be unable to comply.
7. The contractor shall complete and file, and require each of its known subcontractors to complete and file with the contractor's bid for the subject project an acceptable Affirmative Action Plan.
8. The contractor shall submit and require each of its subcontractors to submit an Ethnic Composition of the Company's Total Work Force (by employees) prior to the date of award of the contract.
9. No contract shall be executed until the appropriate awarding authority of the City of Los Angeles, and the Federal funding agency (if Federal funds are involved), has determined in writing that such contractor has executed and filed with the awarding authority and the City Office of Contract Compliance the required Affirmative Action Plan.
10. It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for referral, exclusive or otherwise, failed to refer minority, women or other employees.
11. Subject to this subsection the contractor shall execute such further forms and documentation at such times and as may be required by the appropriate awarding authority of the City of Los Angeles.
12. Where the contractor has failed to comply with the requirements contained in this section, any and all sanctions allowed by law may be imposed upon the contractor.
13. The Office of Contract Compliance within the Department of Public Works shall be responsible for administering the City's Contract Compliance Program in the manner described in Sections 22.359 through 22.359.5 of this Code.
14. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan.

11/7/2011
DATE

Golden Bell Products, Inc
FIRM NAME

Murrill G Adams
OFFICER'S SIGNATURES

Murrill G Adams / President / Vice President
OFFICER'S NAME AND TITLE (TYPE OR PRINT)

EXHIBIT 4

INSURANCE REQUIREMENTS PACKAGE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/20/2011

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

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

PRODUCER Van Beurden Ins. Serv, Inc. - Kingsburg PO Box 67 Kingsburg CA 93631	CONTACT NAME: Jeanette Heinrichs	FAX (A/C, No): (559) 897-4070	
	PHONE (A/C, No, Ext): (559) 897-2975	E-MAIL ADDRESS:	
INSURED Golden Bell Products, Inc. P.O. Box 366 Atwood CA 92811	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: Lloyd's of London		15792
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** Cert ID 11349 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		11IPG057111	10/25/2011	10/25/2012	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> BI/PD Ded: 1,000					PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> Pest./Herb. Endt.					GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB					EACH OCCURRENCE	\$
	EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$
	DED	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS	OTHR
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in N/A)	<input type="checkbox"/> Y/N	N/A			E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A	Transit/Road Spill Endt.		11IPG057111	10/25/2011	10/25/2012	\$1,000 Ded.	\$ 1,000,000
A	Job Site Pollution		11IPG057111	10/25/2011	10/25/2012	\$2,500 Ded.	\$ 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Project: Sewer manhole spraying for roach control at various City of Los Angeles locations.
 It is agreed that the City of Los Angeles, its elected officials, agents, officers, employees and volunteers are named as an Additional Insured, but only to the extent of the liability resulting from occurrences arising out of the named insured and/or it's wholly owned subsidiaries.

CERTIFICATE HOLDER City of Los Angeles Risk Management 200 North Main St., Room 1240 Los Angeles CA 90012	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 11IPG057111
Golden Bell Products, Inc.

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Los Angeles
its elected officials, agents, officers, employees and volunteers
200 North Main Street, Room 1240
Los Angeles, CA 90012

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

It is agreed such insurance as is afforded by this policy for the benefit of the additional insured(s) shown in the endorsement, shall be primary insurance. Any other insurance maintained by the additional insured(s) shall be excess and non-contributory not only as respect to any claim, loss or liability arising out of the operations of the named insured, and only if such a claim, loss or liability is determined to be solely the negligence or responsibility of the named insured.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/12/2012

PRODUCER
CalCoast Insurance Agency
P.O. Box 1070
Los Alamitos, CA. 90720

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Golden Beli Products Inc.
1200 N. Jefferson Avenue #M
Anaheim, CA. 92807

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Mercury Casualty Company	
INSURER B: State Compensation Ins. Fund	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$												
A	Y	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CCA0001840	10-14-2011	10-14-2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$												
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$												
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$												
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	1714034-10	10-04-2011	10-04-2012	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTH-ER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$ 1,000,000</td> </tr> </table>	WC STATUTORY LIMITS	OTH-ER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000
WC STATUTORY LIMITS	OTH-ER																	
E.L. EACH ACCIDENT		\$ 1,000,000																
E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000																
E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

THE CITY OF LOS ANGELES, OFFICE OF THE CITY ADMINISTRATIVE OFFICER, RISK MANAGEMENT IS ADDITIONALLY INSURED

We have requested the Certificate Holder to be listed as Additional Insured.

FAKED
10-12-11

CERTIFICATE HOLDER

CITY OF LOS ANGELES
ATTN: NORMAN RONQUILLO
200 NORTH MAIN STREET ROOM 1240
LOS ANGELES CA 90012

Fax: 714-630-4807

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Mark W. Ronquillo



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 10-04-2011

GROUP:
 POLICY NUMBER: 1714034-2011
 CERTIFICATE ID: 146
 CERTIFICATE EXPIRES: 10-04-2012
 10-04-2011/10-04-2012

CITY OF LOS ANGELES SP
 OFFICE OF THE CITY ADMIN OFFCR-RISK MGMT
 200 N MAIN ST STE 1240
 LOS ANGELES CA 90012-4134

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

James Neary
 Authorized Representative

Thomas Elone
 President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2011-05-05 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: CITY OF LOS ANGELES

ENDORSEMENT #1600 - MURRILL ADAMS, PRESIDENT - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10-04-2003 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

SP

GOLDEN BELL PRODUCTS, INC
 1200 N JEFFERSON ST STE M
 ANAHEIM CA 92807

EXHIBIT 5

EQUAL BENEFITS ORDINANCE PACKAGE

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

EQUAL BENEFITS ORDINANCE COMPLIANCE FORM

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

City Dept. Awarding Contract: P/W Sanitation W.W. Collect Contact/Phone: Norman Ronquillo
323-342-6039

SECTION 1. CONTACT INFORMATION

Company Name: Golden Bell Products, inc
 Company Address: 1200 N Jefferson St. Unit M
 City: Anaheim State: CA Zip: 92807
 Contact Person: Murrill Adams Phone: 714-630-3861 Fax: 714-630-7807
 I am a one-person contractor, and I have no employees. Yes No (if you answered "Yes," go to Section 3)
 Approximate Number of Employees in the United States: 6
 Are any of your employees covered by a collective bargaining agreement or union trust fund? Yes No

SECTION 2. COMPLIANCE QUESTIONS

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

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

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

COMPLIANCE

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

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

- a. Request additional time to comply with the EBO. Provisional Compliance may be granted to Contractors who agree to fully comply with the EBO but need more time to incorporate the requirements of the EBO into their operations. Submit the Application for Provisional Compliance (CCC/EBO-3) and supporting documentation with this Compliance Form.
- b. Request to be allowed to comply with the EBO by providing affected employees with the cash equivalent. Your company must agree to provide employees with a cash equivalent. In most cases, the cash equivalent is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa. Submit a completed Application for Reasonable Measures Determination (OCC/EBO-2) and supporting documentation with this Compliance Form.
- c. Comply on a Contract-by-Contract Basis. Compliance may be granted on a contract-by-contract basis for those Contractors who have multiple locations in the U.S. but cannot comply with the EBO throughout the Contractor's operations. Indicate below the compliance category you are requesting:
 - Contractor has multiple operations located both within and outside City limits. Contractor will comply with the EBO only for the operation(s) located within City limits and for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected operation(s)/employees must be submitted.
 - Contractor has no offices within City limits but does have (an) employee(s) working on the City agreement located elsewhere in the United States. Contractor will comply with the EBO only for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected employee(s) must be submitted.

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

DECLARATION UNDER PENALTY OF PERJURY

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

Executed this 9th day of November, in the year 2011, at Anaheim, CA
(City) (State)

Murrill G Adams
Signature
Murrill G Adams
Name of Signatory (please print)
President
Title

1200 N Jefferson St. Unit M
Mailing Address
Anaheim CA 92807
City, State, Zip Code
33-0144674
Federal ID Number



1200 N. Jefferson St "M" Anaheim, CA 92807- PHONE (714) 630-3861 / FAX (714) 630-4807
www.goldenbellproducts.com

November 10, 2011

Equal Benefits Ordinance Compliance Form:

Supporting documentation:

Please see the two pages from The Anthem Blue Cross Combined Evidence of Coverage and Disclosure Form.

Page one is a cover letter from Anthem showing we are part of a small group business plan and the second page defines who is eligible for coverage under #2. Family Member's Eligibility it is spelled out.

The original submitted letter showed that domestic partners are also included, as it is standard policy for Spouses to be included.



Anthem Blue Cross Small Group PPO \$40 Copay (06Z3)

Dear Small Group Member,

We would like to welcome you to Anthem Blue Cross and extend our thanks for choosing our health plan.

This booklet provides a complete statement of all the benefits available to you. Please read it carefully to be sure you fully understand your benefits, coverage, limitations and exclusions. For your convenience, at the front of this Combined Evidence of Coverage and Disclosure Form is a brief summary of the benefits provided by this booklet. This is only a summary; the Agreement contains the exact terms and conditions of coverage.

Additionally, please keep this booklet in a convenient place so you may refer to it whenever you have a question about your coverage.

If you have any questions regarding your eligibility or membership please feel free to contact our customer service department toll free at (800) 627-8797 or you may write to us at Anthem Blue Cross, P.O. Box 9062, Oxnard, CA 93031-9062.

If you have any questions regarding claims status or your benefits under this Combined Evidence of Coverage and Disclosure Form, please feel free to contact our customer service department toll free at (800) 627-8797 or you may write to us at Anthem Blue Cross, P.O. Box 60007, Los Angeles, CA 90060-0007.

Thank you for choosing Anthem Blue Cross.

ANTHEM BLUE CROSS

Pam Kehaly
President
Anthem Blue Cross

Kathy Kiefer
Corporate Secretary
Anthem Blue Cross

Revised 07-01-2009

Anthem Blue Cross is the trade name of Blue Cross of California. Independent licensee of the Blue Cross Association.
© Anthem is a registered trademark. The Blue Cross name and symbol are registered marks of the Blue Cross Association.

PART I WHO IS COVERED AND WHEN

A. ELIGIBILITY

1. Subscriber's Eligibility

- a. The person eligible to enroll as a Subscriber is any permanent employee who is actively engaged on a full-time basis in the conduct of the business of the Employer with a normal work week of at least thirty (30) hours, at the Employer's regular place of business and who has met any applicable waiting period requirements.
- b. Sole proprietors, partners of a partnership, and corporate officers are also eligible to enroll as Subscribers if they are actively engaged on a full-time basis, work at least twenty (20) hours a week in the Employer's business and are included as employees under a health care plan contract of the Employer.
- c. Permanent part-time employees who work at least twenty (20), but not more than twenty-nine (29), hours per week are deemed to be eligible employees if all four (4) of the following apply:
 - i. They otherwise meet the definition of an eligible employee except for the number of hours worked.
 - ii. The Employer offers the employees health coverage under a health benefit plan.
 - iii. All similarly situated individuals are offered coverage under the health benefit plan.
 - iv. The employee must have worked at least twenty (20) hours per normal work week for at least fifty percent (50%) of the weeks in the previous calendar quarter.

Note: This applies only if your Employer elects to offer coverage to part-time employees and has notified us accordingly. Additional part-time eligibility is available to part-time employees who work fifteen (15) to nineteen (19) hours per week only if this option is selected by the Group.

- d. The employees must be in an enrollment class for which the Group makes application to us and which we accept.
 - e. An eligible person may apply for coverage as a Subscriber within thirty-one (31) days before the first day of the month following the completion of the waiting period chosen by the Group and agreed to by Anthem Blue Cross. The waiting period is indicated on the Employer application.
- #### 2. Family Member's Eligibility

The following persons are eligible to apply for coverage as Family Members of the Subscriber: (a) either the Subscriber's Spouse or Domestic Partner, and (b) an unmarried Child. Coverage will be provided equally to a Spouse or a Domestic Partner including Children of a Spouse or a Domestic Partner, providing eligibility requirements are met. The Effective Date will be determined by us. For information on Effective Dates, please see section D. (EFFECTIVE DATES) in this Part I.

Small Group Services
P.O. Box 9062
Oxnard, CA 93031
(800) 627-8797



10/30/2008

Group Number: 373909
Employer Name: GOLDEN BELL PRODUCTS
Re: Domestic Partner Eligibility

Dear Employer:

This letter serves to confirm that the above California Small Group policy does include Domestic Partners as defined by the State of California Assembly Bill 2208 effective January 1, 2005. Anthem Blue Cross has expanded the definition beyond that outlined in AB 2208 to include same sex as well as opposite sex domestic partners regardless of age.

Please utilize this document as a source of verification as your business deems appropriate. The above information remains valid as long as the policy remains active. Cancellation of the policy constitutes termination of this dependent eligibility definition.

If you have any further questions regarding Anthem's Domestic Partner policy, please contact the Enrollment & Billing Customer Service department at 800-627-8797.

Sincerely,

Paul Valadez ext. 45360

Small Group Enrollment & Billing Specialist

EXHIBIT 6

SERVICE CONTRACTOR WORKER RETENTION ORDINANCE /
LIVING WAGE ORDINANCE PACKAGE

EXHIBIT 7

MUNICIPAL LOBBYING ORDINANCE



City Ethics Commission
 200 N. Spring Street
 City Hall - 24th Floor
 Los Angeles, CA 90012
 Mail Stop 129
 (213) 572-1950

Bidder Certification CEC Form 50

Bid/Contract Number:

Department:

Public Works Bureau of Sanitation

Name of Bidder:

Golden Bell Products, inc

Phone:

714-630-3861

Address:

1200 W Jefferson St Unit M. Anaheim CA 92807

Email:

info@goldenbellproducts.com

CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
 - 1. The performance of work or service to the City or the public;
 - 2. The provision of goods, equipment, materials, or supplies;
 - 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h) [see reverse]; or
 - 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(f) [see reverse]:
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37(g)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
 - 1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 - 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 - 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 46.02.

Date:

11/9/2011

Signature:

Murrell G Adams

Name:

Murrell G Adams

Title:

President

Under Los Angeles Municipal Code § 48.03(f), this form must be submitted to the awarding authority with your bid or proposal on the contract noted above.

EXHIBIT 8

CITY OF LOS ANGELES CONTRACT HISTORY

CITY OF LOS ANGELES CONTRACT HISTORY

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid, a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the services or goods provided, the amount of the contract, and the contract number. If the bidder or any affiliated entity has held no City of Los Angeles contracts during the preceding 10 years, state so in the space below. Use the back of the page and additional pages as needed.

Treat Sewer manholes for roach control

- \$ 9,990⁰⁰ AE 6760024M 10/10/2005 - 10/19/2005
- \$ 19,499⁰⁰ AE 7760229M 6/11/2007 - 6/21/2007
- \$ 34,000⁰⁰ AE 760109M 11/6/2007 - 12/3/2007
- \$ 19,499⁰⁰ AE 760141M 11/21/2008 - 12/12/2008
- \$ 19,499⁰⁰ AE 0760095M 10/26/2009 - 11/4/2009
- \$ 49,997⁰⁰ AE 1760043M 11/18/2010 - 12/24/2010

Golden Bell Products inc
Name of Organization

Murrill G Adams
Signature

Murrill G Adams
Print Name

President/owner
Title

5/6/2011
Date

EXHIBIT 9

LOS ANGELES RESIDENCE INFORMATION

Los Angeles Residence Information

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the city encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires proposers to state their headquarters address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: Golden Bell Products, inc

I. Corporate or Main Office Address:

1200 N Jefferson St Unit M
Anaheim
CA 92807

II Total Number of Employees in Organization: 5

Number and Percentage of Employees in Organization who are Los Angeles City Residents:

0 and 0 %

EXHIBIT 10

NON-COLLUSION AFFIDAVIT

Non-Collusion Affidavit

The appropriate, authorized operator's designate must sign and affix the corporate seal (see space below).

I, Murrill G Adams, depose and say that I am

President of Golden Bell Products, Inc
("President", "Vice President", etc.) (Name and Address of Organization)
1200 N Jefferson St. Unit M. Anaheim CA 92807

who submits this proposal to the City of Los Angeles Personnel Department, and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: November 9th 2011 at Anaheim, CA
(Month, Day, Year) (City, State)

(Corporate Seal)

I certify or declare under penalty of perjury that the foregoing is correct

Murrill G Adams
(Signature)

EXHIBIT 11

FIRST SOURCE HIRING ORDINANCE

FIRST SOURCE-HIRING ORDINANCE (FSHO)



FORM: FSHO-1

CITY OF LOS ANGELES

Anticipated Employment Opportunities

SUBCONTRACTORS: Please fill this form and your own FSHO-2 form. If you have your own Subcontractors (2nd tier, 3rd tier, etc.) that will work on this City contract, each of them must also fill an FSHO-1 and FSHO-2 form. Upon completion, submit all forms to your Prime Contractor.

PRIME CONTRACTORS: Please compile all of your subcontractor's forms. Fill out your own FSHO-1 and FSHO-2 form. If you have no subcontractors, you must still fill out an FSHO-2 form. ALL completed FSHO-1 and FSHO-2 forms must be submitted to the Contract Person from the City Awarding Department that you are contracting with before the contract is executed. Your Awarding Department will then submit these forms to ECA

SECTION I: CONTRACTOR INFORMATION

Name of Contractor: Golden Bell Products, inc Contractor Phone#: 714-630-3861
Designated Contractor Contact Person: Michelle Webster Email: info@goldenbellproducts.com
Street Address: 1200 N Jefferson st Unit M
City: Anaheim State: CA Zip: 92807 Federal ID (FEIN)#: 33-0144674

- 1. I am completing this form as a: [X] Prime Contractor [] Subcontractor
2. How many total employees currently work for your company? 6
3. How many employees will be working directly for the City contract? 3
4. Do you anticipate any job openings as a result of this City contract? [] YES - Go to Question 5. [X] NO - Go to Section III.

5. How many different job classifications do you anticipate as a result of this contract? Go to Section II.

SECTION II: ANTICIPATED EMPLOYMENT OPPORTUNITIES INFORMATION

For every job classification counted in Section I, Question 5, please indicate the anticipated number of openings throughout the life of the contract, description, and qualifications. Attach additional sheets to add more classifications and detail.

Table with 3 rows for Job #1, Job #2, and Job #3. Columns include Job Classification, Description/Qualifications, and Anticipated # of Job Openings.

SECTION III: SIGNATURE AND SUBMIT

I declare under penalty of perjury under the laws of the State of California that I am authorized to bind the entity listed on this form and that the information provided on this form is true and correct to the best of my knowledge.

Executed this 9th day of November, 2011, at Anaheim, CA
Signature: Murrill G Adams, Title: President
Name (Please Print): Murrill G Adams
Federal Tax/Employer Identification Number: 33-0144674

SECTION IV: FILLED OUT BY AWARDING DEPARTMENT

Dept: PW Contact Person: NORMAN A. BONQUILLO Phone#: (323) 342-6039 Email: Norman.Bonquillo@lacity.org
Project Title (as listed in bid): ROACH CONTROL and TREATMENT ID# 35452

FIRST SOURCE HIRING ORDINANCE (FSHO)



FORM: FSHO-2
CITY OF LOS ANGELES

Subcontractor Information Form

SUBCONTRACTORS: Please fill this form and attach your FSHO-1 form. If you have your own Subcontractors (2nd tier, 3rd tier, etc.) that will work on this City contract, each of them must also fill an FSHO-1 and FSHO-2 form. Upon completion, submit all forms to your Prime Contractor.

PRIME CONTRACTORS: Please compile all of your subcontractor's forms. Fill out your own FSHO-1 and FSHO-2 form. If you have no subcontractors, you must still fill out an FSHO-2 form. All completed FSHO-1 and FSHO-2 forms must be submitted to the Contact Person from the City Awarding Department that you are contracting with before the contract is executed. Your Awarding Department will then submit these forms to PCA.

SECTION I. CONTRACTOR INFORMATION

Name of Contractor: Golden Bell Products, inc Contractor Phone#: 714-630-3861
Designated Contractor Contact Person: Michelle Webster Email: info@goldenbellproducts.com
Street Address: 1200 N Jefferson St. Unit M
City: Anaheim State: CA Zip: 92807 Federal ID (FEIN)#: 33-0144674

- | | | |
|--|--|--|
| 1. I am completing this form as a:
<input checked="" type="checkbox"/> Prime Contractor
Go to Question 3.
<input type="checkbox"/> Subcontractor
Go to Question 2. | 2. Are you a 1 st Tier, 2 nd Tier, 3 rd Tier, or Other Tier Subcontractor?
<input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd
<input type="checkbox"/> Other _____
Go to Question 3. | 3. Do you have Subcontractors who will be working with you on the contract?
<input type="checkbox"/> YES - Go to Question 4.
<input checked="" type="checkbox"/> NO - Go to Section III. |
|--|--|--|

4. How many Subcontractors will be working with you on the contract? _____ Go to Section II.

SECTION II. SUBCONTRACTOR INFORMATION

For every subcontractor counted in Section I, Question 4, please indicate the name and contact information for each.

Sub #1	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #2	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #3	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #4	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #5	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #6	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #7	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #8	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____

SECTION III. SIGNATURE AND SUBMIT

I declare under penalty of perjury under the laws of the State of California that I am authorized to bind the entity listed on this form and that the information provided on this form is true and correct to the best of my knowledge.

Executed this 9th day of November, 2011, at Anaheim, CA (City) (State)

Murrill G Adams

Murrill G Adams
Name (Please Print)

Signature

President

33-0144674

Federal Tax/Employer Identification Number

Title

SECTION IV. AWARDING DEPARTMENT INFORMATION

Dept: P.W Contact Person: NORMAN A. RONQUILLO Phone#: (323) 342 6039 Email: Norman.Ronquillo@lacity.org
Project Title (as listed in bid): ROACH CONTROL and TREATMENT ID# 35452

Office of Contract Compliance, EEOE/CCA (213) 847-2625

EXHIBIT 12

SLAVERY DISCLOSURE ORDINANCE

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments to the Awarding Authority. This is required only of the Company actually selected for award of a Contract. It must be done before the Contract or Contract amendment can be executed. Questions regarding the Affidavit may be directed to the Department of Public Works, Office of Contract Compliance located at 1149 S. Broadway Street, 3rd Floor, Los Angeles, California 90015. Phone: (213) 847-1922; Fax: (213) 847-2777.

City Department Awarding Agreement P/W Bureau of Sanitation Department Contact Person Norman Rongquillo

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

1. Murrill G Adams, am authorized to bind contractually the Company identified below.
2. Information about the Company entering into a Contract with the City is as follows:

<u>Golden Bell Products, Inc</u>	<u>714-630-3861</u>	<u>33-0144674</u>	
Company Name	Phone	Federal ID #	
<u>1200 N Jefferson St Unit M, Anaheim</u>	<u>CA</u>	<u>92807</u>	
Street Address	City	State	Zip
3. Has the Company submitted the SDO Affidavit previously? NO YES Date of prior submission: 5/6/2011
 If "NO," complete Section 4, 5, and 6. If "YES," list the date of prior submission and skip to Section 6 and execute the form.
4. The Company came into existence in: 1983 year(s).
5. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that:
 _____ The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.
 _____ The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.
 _____ The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.
6. I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.

Executed on November 9th 2011 at Anaheim CA
(Date) (City) (State)
 Signature: Murrill G Adams Title: President

DEFINITIONS

- | | |
|--|--|
| <p>Awarding Authority means a subordinate or component entity or person of the City, such as a City Department or Board of Commissioners, that has the authority to enter into a Contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.</p> <p>Company means any person, firm, corporation, partnership or combination of these.</p> <p>Contract means any agreement, franchise, lease or possession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.</p> <p>Designated Administrative Agency (DAA) means the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance.</p> <p>Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of protracted compulsory service to another during the Slavery Era.</p> <p>Investment means to make use of an Enslaved Person for future benefits or advantages.</p> | <p>Participation means having been a Slaveholder during the Slavery Era.</p> <p>Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were conveyed to an uninterrupted chain of succession by the Company.</p> <p>Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.</p> <p>Slavery means the practice of owning Enslaved Persons.</p> <p>Slavery Era means that period of time in the United States of America prior to 1865.</p> <p>Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.</p> <p>Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.</p> <p>Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be retained but must be executed under penalty of perjury.</p> |
|--|--|

EXHIBIT 13

COST SCHEDULE

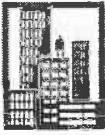
COST SCHEDULE

ROACH CONTROL AND TREATMENT			
ROACH TREATMENT	UNIT COST/MH	NO. OF MHs	GRAND TOTAL
ESTIMATE	\$22.15	5,869	\$129, 998.35

The CITY reserves the right to assign more or less quantities/work for the same price quoted by the CONTRACTOR herein.

EXHIBIT 14

Contract Bidder Campaign Contribution and Fundraising Restrictions



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

Prohibited Contributors (Bidders) CEC Form 55

This form must be completed in its entirety and submitted to the awarding authority with your bid or proposal for the contract noted below. A bid or proposal that does not include a completed form will be deemed nonresponsive. Please write legibly.

Original filing Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number (or other identifying information if no number): C-120699-1	Date Bid Submitted:
--	----------------------------

Description of Contract:
 Service agreement for treating Sewer manholes for Cockroach Control

Awarding Authority (Department):
 Bureau of Sanitation Dept. of Public Works - Wastewater Collection System DN.

BIDDER

Name: Golden Bell Products, Inc

Address: 1200 N Jefferson St. Unit M. Anaheim CA 92807

Email (optional): info@goldenbellproducts.com Phone: 714-630-3861

State Contractor ID: not applicable

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

PRINCIPALS

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

Name: Murrill G Adams Title: Owner / President
 Address: 913 E Newton Lane, Placentia CA 92870

Name: Marilyn M Adams Title: Secretary / Treasurer
 Address: 913 E Newton Lane, Placentia, CA 92870

Name: Michelle Webster-Holick Title: Program Manager / CFO
 Address: 206 La Verne Ave. Long Beach CA 90803

Name: _____ Title: _____
 Address: _____

_____ additional sheets are attached. Bidder is an individual and no other principals exist.



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

Prohibited Contributors (Bidders) CEC Form 55

SUBCONTRACTORS

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

NOT Applicable

Subcontractor: _____

Address: _____

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

Subcontractor: _____

Address: _____

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

Subcontractor: _____

Address: _____

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

Subcontractor: _____

Address: _____

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

Subcontractor: _____

Address: _____

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

Subcontractor: _____

Address: _____

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

Subcontractor: _____

Address: _____

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

Subcontractor: _____

Address: _____

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

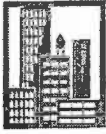
Subcontractor: _____

Address: _____

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

_____ additional sheets are attached.

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



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

Prohibited Contributors (Bidders)

CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City. None - Not Applicable

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

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

Subcontractor: _____

Subcontractor: _____

_____ additional sheets are attached.

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

CERTIFICATION

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

Date: 2/4/2015

Signature: Michelle Jean Webster

Name: Michelle Webster

Title: Program Manager

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

ORDINANCE NO. 181972

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

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

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

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

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

SEC. 49.7.11. CAMPAIGN DISCLOSURE AND REPORTING.

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

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

SEC. 49.7.30. BIDDER CONTRIBUTION AND FUNDRAISING RESTRICTIONS.

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

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

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

(a) The elected City official or the elected City official's office is the awarding authority;

(b) The contract involves services provided directly to or under the supervision of the elected City official; or

(c) The contract requires approval of the elected City official or the elected City official's office pursuant to City law, executive directive, or City Council action.

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

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

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

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

(a) The contract is let, awarded, or entered into, with, or on behalf of the City or an awarding authority;

(b) The contract has an anticipated value of at least \$100,000, including exercising all anticipated options; and

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

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

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

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

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

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

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

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

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

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

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

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

(d) Permitting one's name to appear on a solicitation for contributions or an invitation to a fundraising event sent to the bidder, subcontractor, or an employee, officer, or principal of the bidder or subcontractor;

(e) Providing the use of one's home or business to hold a fundraising event if the bidder, subcontractor, or an employee, officer, or principal of the bidder or subcontractor attends the event;

(f) Paying for at least 20 percent of the costs of a fundraising event if the bidder, subcontractor, or an employee, officer, or principal of the bidder or subcontractor attends the event;

(g) Hiring another person to conduct a fundraising event if the bidder, a subcontractor, or an employee, officer, or principal of the bidder or subcontractor attends the event;

(h) Delivering a contribution, either in person or by mail, of the bidder, a subcontractor, or an employee, officer, or principal of the bidder or subcontractor to the elected City official, candidate for elected City office, or an agent of the official or candidate; or

(i) Acting as an agent or intermediary in connection with the making of a contribution of the bidder, a subcontractor, or an employee, officer, or principal of the bidder or subcontractor to an elected City official, a candidate for elected City office, or a City controlled committee.

10. **"Subcontractor"** means a person who is expected to receive at least \$100,000 as a result of performing some or all of a bidder's contract obligations and includes a subtenant where the subtenant is expected to receive at least \$100,000 as result of performing a portion of the contract obligations of the contractor and is required to pay the contractor at least \$100,000.

B. For purposes of Charter Section 470(c)(12), the following apply:

1. **Timing of Fundraising and Contribution Restrictions.** In addition to the restrictions provided in Charter Section 470(c)(12), except as otherwise provided in Subsection B.5, bidders, subcontractors, and principals may not make contributions to or engage in prohibited fundraising for elected City officials, candidates for elected City office, or City controlled committees from the date a bid is submitted until one of the following dates:

(a) For unsuccessful bidders, the date the contract is signed or the solicitation is withdrawn or canceled.

- (b) For successful bidders, 12 months after the contract is signed.

2. **Contract Solicitations and Notifications.** Each awarding authority shall include in each contract solicitation the form identified in Subsection B.3 and a description of the prohibitions and requirements of Charter Section 470(c)(12). The awarding authority shall determine whether the form is complete for responsiveness purposes and electronically submit the form to the City Ethics Commission, in a Portable Document Format (PDF) or other electronic format pre-approved by the Commission, within ten business days of the bid due date. The awarding authority shall either notify bidders who are not awarded a contract of the date that the contract was signed or the contract solicitation was terminated or withdrawn or notify the bidders how they may obtain or request the date that the contract was signed or the contract solicitation was terminated or withdrawn, unless that information is available on a City website.

3. **Disclosure Form.** As provided in Subsection B.2, every bidder shall file with the awarding authority, at the time the bid or other response is submitted, the following information under oath in a form and format approved by the City Ethics Commission:

- (a) A description of the contract, including any City reference number associated with it, or if selection is of a pre-qualified list, a short description of the services to be provided, including any City reference number associated with it;
- (b) The name of the awarding authority;
- (c) The date the bid or other response was submitted to the awarding authority;
- (d) The name of the bidder;
- (e) The address of the bidder;
- (f) The phone number of the bidder;
- (g) The names and titles of the bidder's principals;
- (h) The names of the bidder's subcontractors;
- (i) The names and titles of each subcontractor's principals; and

(j) A certification that the bidder understands, will comply with, and will notify its principals and subcontractors of the prohibitions and restrictions in this section and Charter Section 470(c)(12).

4. **Requirement to Amend Form.** If the information submitted pursuant to Subsection B.3 changes after the bid is submitted, the bidder shall amend the form and submit it to the awarding authority within ten business days of the change. The requirement to amend the form applies whenever the prohibitions and restrictions in Charter Section 470(c)(12) apply to the bidder, including after contract approval for successful bidders. The awarding authority shall electronically submit the form to the City Ethics Commission, in a Portable Document Format (PDF) or other electronic format pre-approved by the Commission, within 10 business days of receipt.

5. **Contract Amendments.** If a contract amendment requires approval by an elected City official and makes the total value of the contract \$100,000, or more for the first time, the prohibitions and restrictions in Charter Section 470(c)(12) apply from the date the awarding authority first discusses the amendment and terminates 12 months after the date the amendment is approved, disapproved, or withdrawn. However, the Charter 470(c)(12) restrictions do not apply to any subsequent amendments if the contract was previously subject to the restrictions and the contractor fulfilled its obligations under the Charter and this section.

(a) The awarding authority shall notify bidders who were not previously required to submit the form identified in Subsection B.3 of the requirements in this section and Charter Section 470(c)(12) at the time the awarding authority first discusses the amendment with the bidder.

(b) Bidders who were not previously required to submit the form identified in Subsection B.3 shall submit the form within ten business days of the date the awarding authority first discusses the amendment with the bidder. The awarding authority shall electronically submit the form to the City Ethics Commission in a Portable Document Format (PDF) or other electronic format pre-approved by the Commission within 10 business days of receipt.

(c) This provision does not apply to the exercise of an option that has been previously approved in a written contract.

6. **Business Assistance Virtual Network.** In the event that the City's Business Assistance Virtual Network or similar electronic system is used by a bidder to submit the forms required by this Section to the awarding authority and the Business Assistance Virtual Network or similar electronic system sends the submitted data to the City Ethics Commission, the awarding authority shall not be required to submit the form(s) to the City Ethics Commission.

C. Violations and Debarment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SEC. 49.7.31. UNDERWRITER CONTRIBUTION AND FUNDRAISING RESTRICTIONS.

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

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

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

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

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

(d) Permitting one's name to appear on a solicitation for contributions or an invitation to a fundraising event sent to the underwriting firm, subcontractor, or an employee or officer of one of those persons;

(e) Providing the use of one's home or business to hold a fundraising event if the underwriting firm, subcontractor, or an employee, officer, or principal of the underwriting firm or subcontractor attends the event;

(f) Paying for at least 20 percent of the costs of a fundraising event if the underwriting firm, subcontractor, or an employee, officer, or principal of the underwriting firm or subcontractor attends the event;

(g) Hiring another person to conduct a fundraising event if the underwriting firm, subcontractor, or an employee, officer, or principal of the underwriting firm or subcontractor attends the event;

(h) Delivering a contribution, either in person or by mail, of the underwriting firm, subcontractor, or to an employee, officer, or principal of the underwriting firm or subcontractor to an elected City official to the elected City official, candidate for elected City office, or an agent of the official or candidate; or

(i) Acting as an agent or intermediary in connection with the making of a contribution by the underwriting firm, subcontractor, or to an employee, officer, or principal of the underwriting firm or subcontractor to an elected City official, a candidate for elected City office, or a City controlled committee.

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

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

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

1. Timing of Fundraising and Contribution Restrictions. In addition to the restrictions provided in Charter Section 609(e), underwriting firms, subcontractors, and principals may not make any contributions to or engage in prohibited fundraising for elected City officials, candidates for elected City office, or City controlled committees from the date a response is submitted to a solicitation to be included on a pre-qualified list of underwriters or any subsequent solicitation for selection of an underwriter until one of the following dates:

(a) For underwriting firms that are not selected to be on the pre-qualified list, the date the list selection is made.

(b) For underwriting firms that are on the pre-qualified list, but not selected to contract after a subsequent solicitation, and are not members of the syndicate providing underwriting services on the sale of the revenue bonds, 12 months following the date of the list selection, and following the solicitation, on the date of the selection of the underwriting firm for a noncompetitive bond sale, or the date the solicitation is withdrawn or canceled.

(c) For underwriting firms that are on the pre-qualified list, and are selected to contract after a subsequent solicitation, or are members of the syndicate providing underwriting services on the sale of the revenue bonds, 12 months following the date of the list selection, and 12 months after the underwriter selection is made.

2. Contract Solicitations and Notifications. Each awarding authority shall include in each contract solicitation for underwriting firm services regarding a noncompetitive sale for revenue bonds, including selection of a pre-qualified list of underwriters, the form identified in Subsection B.3 and a description of the prohibitions and requirements in City Charter Section 609(e) and this section. The awarding authority shall determine whether the form is complete for responsiveness purposes and shall electronically submit the form to the City Ethics Commission, in a Portable Document Format (PDF) or other electronic format pre-approved by the Commission, within 10 business days of the due date of the proposals. The awarding authority shall notify each underwriting firm that is not selected as pre-qualified underwriter or not selected as the underwriter on a particular noncompetitive sale of revenue bonds, the date the selection was made, terminated, or withdrawn, unless that information is available on a City website.

3. Disclosure Form. Every underwriting firm seeking to provide services regarding noncompetitive sales of revenue bonds under Charter Section 609(e) shall file with the awarding authority, at the time the response is submitted, the following information under oath in a form and format approved by the City Ethics Commission:

(a) A description of the contract, including any City reference number associated with it, or if selection is of a pre-qualified list, a short description of the services to be provided, including any City reference number associated with it;

(b) The name of the awarding authority;

(c) The date the bid or other response was submitted to the awarding authority;

(d) The name of the underwriting firm;

(e) The address of the underwriting firm;

(f) The phone number of the underwriting firm;

(g) The names and titles of the underwriting firm's principals;

(h) The names of the underwriting firm's subcontractors;

(i) The names and titles of each subcontractor's principals; and

(j) A certification that the underwriting firm understands, will comply with, and will notify its principals and subcontractors of the prohibitions and restrictions in this section and Charter Section 609(e).

(k) A certification that the underwriting firm and its principals have not made prohibited gifts or contributions during the 12 months prior to selection for a contract, unless the matter is only a selection of a pre-qualified list of underwriters.

4. Requirement to Amend Form. If the information submitted pursuant to Subsection B.3 changes after the response is submitted, the underwriting firm shall amend the form and submit it to the awarding authority within ten business days of the change. The requirement to amend the form applies whenever the prohibitions and restrictions in Charter Section 609(e) apply to the underwriting firm, including after contract approval for underwriting firms that are selected or are performing underwriting services as a member of a syndicate on the revenue bond sale. The awarding authority shall electronically submit the form to the City Ethics Commission, in a Portable Document Format (PDF) or other electronic format pre-approved by the Commission, within 10 business days of receipt.

5. Business Assistance Virtual Network. In the event that the City's Business Assistance Virtual Network or similar electronic system is used by a bidder to submit the forms required by this Section to the awarding authority and

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

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

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

SEC. 49.7.32. RECORDKEEPING.

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

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

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

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

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

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

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

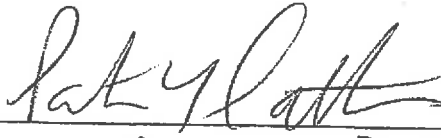
(b) There shall be placed in the Fund all proceeds from appropriations for public matching funds to partially finance campaigns for elective City offices.

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

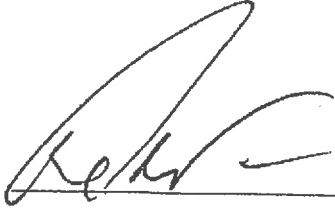
Sec. 12. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

I hereby certify that this ordinance was passed by the Council of the City of Los Angeles, at its meeting of DEC 16 2011.

JUNE LAGMAY, City Clerk

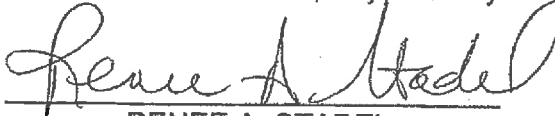
By 
Deputy

Approved DEC 22 2011


Mayor

Approved as to Form and Legality

CARMEN A. TRUTANICH, City Attorney

By 
RENEE A. STADEL
Deputy City Attorney

Date 12/16/2011

File No. 11-1100-58

EXHIBIT 15

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; **or**
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed)		BTRC (or n/a)
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	City Approval (Signature)	(Print Name)

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)		BTRC (or n/a)
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	City Approval (Signature)	(Print Name)

Copies of forms submitted on the LABAVN website

-Affirmative Action Plan

-Nondiscrimination-Equal Employment Practices

-Equal Benefits Ordinance

-Slavery Disclosure Ordinance

CITY OF LOS ANGELES AFFIRMATIVE ACTION PLAN

6. **Construction Contractors** are required to complete and submit the Anticipated Employment Utilization Levels Form to report anticipated utilization of Minority, Women and Other Staffing and establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Officer; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

Equal Employment Opportunity Officer:

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

1200 N Jefferson St Unit M Anaheim CA 92807 (714) 630-3861 info@goldenbellproducts.com
WORK ADDRESS (IF DIFFERENT THAN COMPANY ADDRESS) TELEPHONE E-MAIL

In no event may a contractor utilize the requirements of this section in such a manner as to cause or result in discrimination against any person on account of race, color, religion, ancestry, age, disability, medical condition, marital status, sex, sexual orientation, or national origin.

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

Executed this 27 day of September, in the year 2011, at Anaheim, CA.
(City) (State)

Golden Bell Products, inc
COMPANY NAME

Murrill G Adams
AUTHORIZED SIGNATURE

1200 N Jefferson St Unit M
ADDRESS

Murrill G Adams President/owner
NAME AND TITLE (TYPE OR PRINT)

Anaheim Orange California
CITY, COUNTY, STATE, ZIP
92807

714 630 3861/info@goldenbellproducts.com
TELEPHONE/E-MAIL

Notes:

The above Pre-Approved Affirmative Action Plan will be effective for 12 months from the date it is uploaded onto the BAVN system. If the Affirmative Action Plan is 30 days or less from expiration, the contractor must upload a new Plan onto the BAVN System and that Plan must be approved (verified by the Office of Contract Compliance) before the contract is awarded.

Construction contractors must submit an Anticipated Employment Utilization Report with each new bid for purposes of effectuating the Plan for the specific project.

CITY OF LOS ANGELES

NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES CONSTRUCTION & NON-CONSTRUCTION CONTRACTOR

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

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

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

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

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

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

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

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

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

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

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

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

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

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

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

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

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

1. Hiring practices;
2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
3. Training and promotional opportunities; and
4. Reasonable accommodations for persons with disabilities.

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

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

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

Golden Bell Products inc

COMPANY NAME

Murrill G Adams

AUTHORIZED SIGNATURE

1200 N Jefferson St. Unit M

ADDRESS

Murrill G Adams / PRESIDENT

NAME AND TITLE (TYPE OR PRINT)

Anaheim CA 92807

CITY, COUNTY, STATE, ZIP

714 630-3861 / info@goldenbellproducts.com

TELEPHONE/E-MAIL

EBO COMPLIANCE

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

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Your company must certify compliance with Los Angeles Administrative Code Section 10.8.2.1, *et seq.*, Equal Benefits Ordinance (EBO), prior to the execution of a City agreement the value of which exceeds \$5,000.

SECTION 1. CONTACT INFORMATION

Project Name: Roach Control and treatment Services BAVN ID # goldenbell

Company Name: Golden Bell Products, inc

Company Address: 1200 N Jefferson St. Unit M

City: Anaheim State: CA Zip: 92807

Contact Person: Michelle Webster Phone: 714 630-3861 E-mail: info@goldenbellproducts.com

Approximate Number of Employees in the United States: 6

Approximate Number of Employees in the City of Los Angeles: 0

SECTION 2. EBO REQUIREMENTS

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

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

- A. A contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract.
- B. A contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City.
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

EBO COMPLIANCE

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and Rules and Regulations and have determined that compliance shall be effectuated as indicated below:

- I have previously contracted with the City of Los Angeles, been determined to be in compliance with the EBO, and have **NOT** altered my benefits programs as they relate to providing equal coverage to an employee's spouse/domestic partner.
- I have no employees.
- I provide no benefits.
- I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- I provide equal benefits in accordance with the City of Los Angeles EBO.
- I provide employees a "Cash Equivalent" in accordance with EBO Regulation #4.
- All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA (Refer to Regulation #4).
- Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins (Date) _____.

SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

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

Golden Bell Products, inc will comply with the Equal Benefits Ordinance requirements
Company Name

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

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

Executed this 9th day of November, in the year 2011, at Anaheim, CA
(City) (State)

Murrill G Adams
Signature

1200 N JEFFERSON ST. UNIT M
Mailing Address

Murrill G Adams
Name of Signatory (please print)

ANAHEIM CA 92807
City, State, Zip Code

PRESIDENT
Title

33-0144674
EIN/TIN

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments to the Awarding Authority. This is required only of the Company actually selected for award of a Contract. It must be done before the Contract or Contract amendment can be executed. Questions regarding the Affidavit may be directed to the Department of Public Works, Office of Contract Compliance located at 1149 S. Broadway Street, 3rd Floor, Los Angeles, California 90015. Phone: (213) 847-1922; Fax: (213) 847-2777.

City Department Awarding Agreement PIW Bureau of Sanitation Department Contact Person Norman Ronguillo

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

1. I, Murrill G Adams, am authorized to bind contractually the Company identified below.
2. Information about the Company entering into a Contract with the City is as follows:

<u>Golden Bell Products, Inc</u>	<u>714 630-3861</u>	<u>33-0144674</u>	
Company Name	Phone	Federal ID #	
<u>1200 N Jefferson St Unit M</u>	<u>Anaheim</u>	<u>CA</u>	<u>92807</u>
Street Address	City	State	Zip
3. Has the Company submitted the SDO Affidavit previously? NO YES Date of prior submission: 5/6/2011
If "NO," complete Section 4, 5, and 6. If "YES," list the date of prior submission and skip to Section 6 and execute the form.
4. The Company came into existence in 1983 (year).
5. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that:

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

 The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.

 The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.

6. I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.

Executed on November 9th, 2011 at Anaheim, CA
(Date) (City) (State)
 Signature: Murrill G Adams Title: PRESIDENT

DEFINITIONS

Awarding Authority means a subordinate or component entity or person of the City, such as a City Department or Board of Commissioners, that has the authority to enter into a Contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Designated Administrative Agency (DAA) means the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

CONTRACT NO. C – 120699-1



**AMENDMENT NO. 1
TO
SERVICE AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
GOLDEN BELL PRODUCTS, INC.
FOR
ROACH CONTROL AND TREATMENT SERVICES**

AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND GOLDEN BELL PRODUCTS, INC.
FOR ROACH CONTROL AND TREATMENT CONTRACT

TABLE OF CONTENTS

	<u>PAGE NO.</u>
<u>ARTICLE 1 – SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS</u>	<u>7</u>
<u>ARTICLE 2 – DEFINITIONS</u>	<u>7</u>
<u>ARTICLE 3 – PROJECT DESCRIPTION</u>	<u>7</u>
<u>ARTICLE 4 – RESPONSIBILITIES OF AND SERVICES TO BE PERFORMED BY THE CONTRACTOR</u>	<u>7</u>
<u>ARTICLE 5 – KEY CONTRACTOR PERSONNEL</u>	<u>9</u>
<u>ARTICLE 6 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY</u>	<u>9</u>
<u>ARTICLE 7 – TERM OF AGREEMENT AND TIME OF EFFECTIVENESS</u>	<u>10</u>
<u>ARTICLE 8 – TERMINATION</u>	<u>11</u>
<u>ARTICLE 9 – SUBCONTRACT APPROVAL</u>	<u>12</u>
<u>ARTICLE 10 - COMPENSATION, INVOICING, AND PAYMENT</u>	<u>12</u>
<u>ARTICLE 11 - AMENDMENTS, CHANGES, OR MODIFICATIONS</u>	<u>13</u>
<u>ARTICLE 12 – INDEMNIFICATION AND INSURANCE</u>	<u>13</u>
<u>ARTICLE 13 – INDEPENDENT CONTRACTORS</u>	<u>14</u>
<u>ARTICLE 14 – WARRANTY AND RESPONSIBILITY OF CONTRACTOR</u>	<u>14</u>
<u>ARTICLE 15 – INTELLECTUAL PROPERTY WARRANTY</u>	<u>14</u>
<u>ARTICLE 16 – OWNERSHIP AND LICENSE</u>	<u>14</u>

ARTICLE 17 – SUCCESSORS AND ASSIGNS..... 14

ARTICLE 18 – CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION.14

ARTICLE 19 – FORCE MAJEURE 15

ARTICLE 20 – SEVERABILITY 16

ARTICLE 21– DISPUTES..... 16

ARTICLE 22 – ENTIRE AGREEMENT 16

ARTICLE 23 – APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT... 16

**ARTICLE 24 – CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION
CERTIFICATE REQUIRED 16**

ARTICLE 25 – WAIVER..... 16

ARTICLE 26 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION 17

ARTICLE 27 – PERMITS 17

ARTICLE 28 – DISCOUNTS..... 17

ARTICLE 29 – CLAIMS FOR LABOR AND MATERIALS..... 17

ARTICLE 30 – BREACH 17

ARTICLE 31– NON-DISCRIMINATION.....17

ARTICLE 32 – EQUAL EMPLOYMENT PRACTICES.....17

ARTICLE 33 – AFFIRMATIVE ACTION PROGRAM.....18

ARTICLE 34 – CHILD SUPPORT ASSIGNMENT ORDERS..... 18

**ARTICLE 35 – LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR
WORKER RETENTION ORDINANCE 18**

ARTICLE 36 – AMERICANS WITH DISABILITIES ACT 18

ARTICLE 37 – CONTRACTOR RESPONSIBILITY ORDINANCE 18

ARTICLE 38– MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE

SUBCONTRACTOR OUTREACH PROGRAM 18

ARTICLE 39 – EQUAL BENEFITS ORDINANCE 19

ARTICLE 40 – SLAVERY DISCLOSURE ORDINANCE 19

ARTICLE 41 – CONTRACTOR PERFORMANCE EVALUATION ORDINANCE..... 19

ARTICLE 42 – MUNICIPAL LOBBYING ORDINANCE..... 19

ARTICLE 43 – FIRST SOURCE HIRING ORDINANCE.....19

ARTICLE 44 - COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12) FOR MEASURE H/CONTRACTOR CONTRIBUTIONS/ FUNDRAISING..... 19

ARTICLE 45 - IRAN CONTRACTING ACT OF 2010.....21

EXHIBITS

EXHIBIT 1 Contractor Responsibility Ordinance Package

EXHIBIT 2 BTRC Notice and Application Form

EXHIBIT 3 Non-Discrimination, Equal Employment, Affirmative Action Package

EXHIBIT 4 Insurance Requirements Package

EXHIBIT 5 Equal Benefits Ordinance Package

EXHIBIT 6 Service Contractor Worker Retention Ordinance/Living Wage Ordinance Package

EXHIBIT 7 Municipal Lobbying Ordinance

EXHIBIT 8 City of Los Angeles Contract History

EXHIBIT 9	Los Angeles Residence Information
EXHIBIT 10	Non-Collusion Affidavit
EXHIBIT 11	First Source Hiring Ordinance
EXHIBIT 12	Slavery Disclosure Ordinance
EXHIBIT 13	Cost Schedule
EXHIBIT 14	Contract Bidder Campaign Contribution and Fundraising Restrictions
EXHIBIT 15	Iran Contracting Act of 2010 Compliance Affidavit

**AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND GOLDEN BELL PRODUCTS, INC.
FOR ROACH CONTROL AND TREATMENT CONTRACT**

This Amendment, made and entered into by and between the City of Los Angeles, California, a Municipal Corporation acting by order of and through its Board of Public Works, hereinafter referred to as 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 City of Los Angeles (CITY) and Golden Bell products, Inc. (CONTRACTOR) entered into a 3 (three) year agreement on July 13, 2012 (Contract C-120699) to address the ongoing need to reduce the roach population in the sewer system through the effective implementation of a roach control and treatment program; and

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

WHEREAS, the CONTRACTOR over the past eight (8) years has demonstrated the experience, expertise and qualifications to perform said services; and

WHEREAS, the services to be provided by the 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 an additional three (3) year contract term, in accordance with all applicable laws, rules, regulations and other requirements of local, state, and federal governments in connection with the AGREEMENT as outlined herein; until a new personal services contract can be executed by the CITY through the RFP process;

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 – SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS

AND TITLES HEREIN

No Change to This Article.

ARTICLE 2 – DEFINITIONS

MODIFY THE DEFINITION OF CITY TO READ AS FOLLOWS:

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.

ARTICLE 3 – PROJECT DESCRIPTION

No Change to This Article.

ARTICLE 4 – RESPONSIBILITIES OF AND SERVICES TO BE PERFORMED

BY THE CONTRACTOR

MODIFY THE FIRST PARAGRAPH TO READ AS FOLLOWS:

The CONTRACTOR is to provide roach control and treatment services to approximately 5,869 MHs of the CITY’s sewer system for a term of three (3) years (CONTRACT term).

An amendment may extend the contract on a month-to-month basis or extend the contract three (3) additional years, unless terminated sooner by the CITY upon the

execution of the new personal services contract. 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 by the CITY.

MODIFY SUBARTICLE 4.21 TO READ AS FOLLOWS:

4.21 CONTRACTOR SCHEDULE OF SERVICES AND COST

Roach Treatment Estimate: **\$22.15/ MH x 5,869 MHs = \$129,998.35**

The CITY will provide maps for 150-200 MHs to be treated at any one time.

Refer to the Exhibit 13, "Cost Schedule" for more information.

ADD SUBARTICLE 4.22 TO READ AS FOLLOWS:

4.22 Maintenance of Records

CONTRACTOR shall maintain all records, in their original form, pertaining to the performance of this CONTRACT, including records of financial transactions. These records shall be retained for a period of no less than four (4) years following final payment made by the CITY hereunder or the expiration date of this CONTRACT, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this CONTRACT and within the four (4) years following final payment made by the CITY hereunder or the expiration date of this CONTRACT, whichever occurs last.

CONTRACTOR shall provide any reports requested by the CITY regarding performance of this CONTRACT within thirty (30) business days of the request by the CITY. Any

subcontract entered into by CONTRACTOR, as authorized under the terms of this CONTRACT, shall include a like provision for work to be performed under this CONTRACT.

ARTICLE 5 – KEY CONTRACTOR PERSONNEL

MODIFY SUBARTICLES 5.3 AND 5.4 TO READ AS FOLLOWS:

- 5.3 Unless otherwise provided or approved by the CITY, CONTRACTOR shall use its own employees to perform the services described in this CONTRACT. The CITY shall have the right to review and approve any personnel who are assigned to work under this CONTRACT. CONTRACTOR agrees to remove personnel from performing work under this CONTRACT if requested to do so by the CITY within thirty (30) business days of the request by the CITY.
- 5.4 CONTRACTOR shall not use subcontractors to assist in performance of this CONTRACT without the prior written approval of the CITY. If the CITY permits the use of subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT. The CITY has the right to approve CONTRACTOR'S subcontractors, and the CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay CONTRACTOR'S subcontractors, and nothing herein creates any privity of contract between the CITY and the subcontractors.

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

No Change to this Article.

ARTICLE 7 – TERM OF AGREEMENT AND TIME OF EFFECTIVENESS

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

The initial term of this CONTRACT was for three (3) years, commencing on July 13, 2012. Unless otherwise provided, this Amendment shall extend the contract for an additional three (3) years, unless terminated as provided in Article 8 or at the City's sole discretion, from the date of full execution unless terminated as provided under Article No. 8 or extended by amendment or change order to this Agreement and signed by the parties. The City may elect to extend the agreement on a month-to month basis for a maximum of six (6) months, during which period the CITY and the CONTRACTOR shall continue under the terms of this Agreement. The CITY may extend the Agreement on a month-to-month basis prior to the end of the initial three (3) year term, if the CITY elects not to renew, or the end of the three (3) year term if the CITY elected to renew, by providing the CONTRACTOR written notice at least 90 days prior to expiration of the Agreement. During the period of extension, the CITY shall increase the expenditure amount for services performed by the CONTRACTOR by a maximum of five (5) percent of the total contract cost. During such period of month-to-month operation, if either party decides to terminate the agreement, the CONTRACTOR shall be obligated to continue performance for at least sixty (60) days after written notice from the terminating party. The date of full execution is deemed to be the date when all the following events have occurred:

- This Amendment has been signed on behalf of CONTRACTOR by the person or persons authorized to bind CONTRACTOR hereto;

- This Amendment has been approved by the City Council or by the board, officer or employee authorized to give such approval.
- The Office of the City Attorney has indicated in writing its approval of this Amendment as to form; and
- This Amendment has been signed on behalf of the CITY by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Amendment.

ARTICLE 8 – TERMINATION

MODIFY ARTICLE 8.5 TO READ AS FOLLOWS:

8.5 Upon receipt of a termination action under Articles 8.1, 8.2 or 8.3 of the contract, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY within thirty (30) business days of said termination action all finished or unfinished documents and materials produced or procured under this CONTRACT, including all intellectual property rights thereto, which shall become CITY property upon date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein within thirty (30) business days of said termination.

ARTICLE 9 – SUBCONTRACT APPROVAL

No Change to This Article.

ARTICLE 10 - COMPENSATION, INVOICING, AND PAYMENT

MODIFY SUBARTICLE 10.1 TO READ AS FOLLOWS:

10.1 The cost ceiling for this CONTRACT shall not exceed \$\$220,000 over a six-year contract period or as modified by the CITY (extended by amendment to this AGREEMENT and signed by both the parties). The CITY shall not be obligated to reimburse the CONTRACTOR for cost incurred in excess of the cost ceiling. The 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 cost ceiling unless and until the CITY shall have notified CONTRACTOR in writing that such cost ceiling has been increased and shall have specified in such notice an estimated cost ceiling which shall thereupon constitute the cost performance of this AGREEMENT. In the absence of the specified notice, CITY shall not be obligated to reimburse the CONTRACTOR for any costs in excess of the cost ceiling set forth, whether those costs were incurred during the course of the AGREEMENT or as a result of termination. When and to the extent that the cost ceiling has been increased, any costs incurred by the CONTRACTOR in excess of the cost ceiling prior to such increase shall be allowed to the same extent as if such costs had been incurred after the increase.

ARTICLE 11 - AMENDMENTS, CHANGES, OR MODIFICATIONS

No Change to This Article.

ARTICLE 12 – INDEMNIFICATION AND INSURANCE

MODIFY SUBARTICLE 12.2 TO READ AS FOLLOWS:

During the term of this CONTRACT and without limiting the CONTRACTOR'S indemnification of the CITY, the CONTRACTOR shall provide and maintain at its own expense during the term of this CONTRACT a program of insurance having the coverage and limits customarily carried and actually arranged by CONTRACTOR but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR), in EXHIBIT 4 hereto, covering its operations hereunder. Such insurance shall conform to CITY requirements as established by Charter, ordinance, or policy and shall comply with the instructions set forth, in EXHIBIT 4, and which can also be found at the Board of Public Work's website: <http://bpw.lacity.org/Secretariat/Insurance.html>, in the form *Instructions and Information on Complying with CITY Insurance Requirements, rev 05/12*, and shall otherwise be in a form acceptable to the City Administrative Officer, Risk Management. The 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.

ARTICLE 13 – INDEPENDENT CONTRACTORS

No Change to This Article.

ARTICLE 14 – WARRANTY AND RESPONSIBILITY OF CONTRACTOR

No Change to This Article.

ARTICLE 15 INTELLECTUAL PROPERTY WARRANTY

No Change to This Article.

ARTICLE 16 – OWNERSHIP AND LICENSE

No Change to This Article.

ARTICLE 17 – SUCCESSORS AND ASSIGNS

No Change to this Article.

ARTICLE 18 – CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION

MODIFY THE PARAGRAPH TO READ AS FOLLOWS:

All notices shall be made in writing and may be given by personal delivery, regular mail, facsimile transmission or electronic mail. Notices sent by 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: Norman A. Ronquillo

Address: 2714 Media Center Drive

Los Angeles, CA 90065

Phone: (323) 342 6039

Fax: (323) 342 6013

Email Address: Norman.Ronquillo@lacity.org

To CONTRACTOR:

Contact Person: Michelle Webster

Address: 1200 N. Jefferson St. "M"

Anaheim, CA 92807

Phone: (714) 630 3861

Fax: (714) 630 4807

Toll Free: (714) 462 3577

Email Address: michellew@goldenbellproducts.com

ARTICLE 19 – FORCE MAJEURE

No Change to This Article.

ARTICLE 20 – SEVERABILITY

No Change to This Article.

ARTICLE 21 – DISPUTES

No Change to This Article.

ARTICLE 22 – ENTIRE AGREEMENT

No Change to This Article.

ARTICLE 23 – APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

No Change to This Article.

ARTICLE 24 – CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION

CERTIFICATE REQUIRED

No Change to This Article.

ARTICLE 25 – WAIVER

No Change to This Article.

ARTICLE 26 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

No Change to This Article.

ARTICLE 27 – PERMITS

No Change to This Article.

ARTICLE 28 – DISCOUNTS

No Change to This Article.

ARTICLE 29 - CLAIMS FOR LABOR AND MATERIALS

No Change to This Article.

ARTICLE 30 – BREACH

No Change to This Article.

ARTICLE 31 - NON-DISCRIMINATION

No Change to this Article.

ARTICLE 32 - EQUAL EMPLOYMENT PRACTICES

No Change to This Article.

ARTICLE 33 - AFFIRMATIVE ACTION PROGRAM

No Change to This Article.

ARTICLE 34 – CHILD SUPPORT ASSIGNMENT ORDERS

No Change to This Article.

**ARTICLE 35 – LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR
WORKER RETENTION ORDINANCE**

No Change to this Article.

ARTICLE 36 – AMERICANS WITH DISABILITIES ACT

No Change to This Article.

ARTICLE 37 – CONTRACTOR RESPONSIBILITY ORDINANCE

No Change to This Article.

**ARTICLE 38 – MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE
SUBCONTRACTOR OUTREACH PROGRAM**

No Change to This Article.

ARTICLE 39- EQUAL BENEFITS ORDINANCE

No Change to This Article.

ARTICLE 40 – SLAVERY DISCLOSURE ORDINANCE

No Change to This Article.

ARTICLE 41 – CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

No Change to This Article.

ARTICLE 42 – MUNICIPAL LOBBYING ORDINANCE

No Change to This Article.

ARTICLE 43 - FIRST SOURCE HIRING ORDINANCE

No Change to This Article.

(Add) ARTICLE 44 – COMPLIANCE WITH LOS ANGELES CITY CHARTER

SECTION 470(c)(12) FOR MEASURE H/CONTRACTOR CONTRIBUTIONS/

FUNDRAISING

The CONTRACTOR, Subcontractors, and their Principals are obligated to fully comply

with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected CITY officials or candidates for elected CITY office if the contract is valued at \$100,000 or more and requires approval of a CITY elected official. Additionally, CONTRACTOR is required to provide and update certain information to the CITY as specified by law. Any CONTRACTOR subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract.

Notice Regarding Los Angeles Campaign Contribution and Fundraising
Restrictions

As provided in Charter section 470(c)(12) and related ordinances, you are subcontractor on City of Los Angeles contract #_____. Pursuant to Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall include that information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 5 business days. Failure to comply may result in termination of contract or any other available legal remedies includes fines. Information about the restrictions may be found at

the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling (213) 978-1960.

CONTRACTOR, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the CITY to terminate this AGREEMENT and pursue any and all legal remedies that may be available.

(Add) ARTICLE 45 – IRAN CONTRACTING ACT OF 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, or renewing contracts with the City of Los Angeles 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.

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: _____

JOHN A. CARVALHO

Title: Deputy City Attorney

Date: _____

ATTEST:

HOLLY WOLCOTT, City Clerk

By: _____

Title: Deputy City Clerk

Date: _____