



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

Dean D. Efstathiou, Acting Director

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June 25, 2008

IN REPLY PLEASE
REFER TO FILE: **AS-0**

REQUEST FOR PROPOSALS – ADDENDUM 1 MAINTENANCE PROGRAM FOR NONADVERTISING BUS STOP AMENITIES – SOUTH COUNTY (2008-PA034)

Thank you for attending our mandatory Proposers' Conference for the Maintenance Program for Nonadvertising Bus Stop Amenities – South County (2008-PA034), on Wednesday, June 25, 2008. The following changes have been made to the Request for Proposals (RFP). (Please note the changes that have been added are in **boldface**, and changes that have been omitted are ~~struckthrough~~).

Changes:

1. In Part II, the Agreement has been changed to read:

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Bus Stop Shelter Locations; Exhibit F, Bus Stop Shelter Specifications; Exhibit G, Bus Stop Shelter Diagrams; Exhibit H, Proposed Cost for Bus Stop Amenities; Exhibit I, Sample Fuel Adjustment Calculation; **Exhibit J, Bond for Faithful Performance**; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

FOURTEENTH: A faithful performance bond in substantially the form attached as the Exhibit ~~G~~ **J**, is required in a sum not less than 50% of the total annual Contract amount, payable to the COUNTY, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The admitted surety and its agent shall have sufficient bonding limitations to provide bonds in the amount required by this Contract. The bond shall be conditioned upon faithful performance of the terms and conditions of this Contract by CONTRACTOR in a manner that is satisfactory and acceptable to the COUNTY. If necessary, the bond shall be renewed in a timely manner to provide for continuing liability in the above amount notwithstanding any payment or recovery

thereon. Subject to COUNTY conditions and approval, a Certificate of Deposit or an irrevocable Letter of Credit payable to the COUNTY upon demand and in a sum not less than 50% of the total annual Contract amount may be acceptable. Failure to Maintain Coverage - Failure by the CONTRACTOR to maintain the required security shall constitute a material breach of contract upon which the COUNTY may immediately terminate or suspend this Contract.

The CONTRACTOR shall pay all security premiums, costs, and incidentals.

2. Exhibit J has been included as part of this RFP, see Enclosure A.

If you have questions concerning the above information, please contact Mr. Benjamin Sandoval at (626) 458-7334, Monday through Thursday, 7 a.m. to 5:45 p.m.

Very truly yours,

DEAN D. EFSTATHIOU
Acting Director of Public Works

A handwritten signature in black ink, appearing to read "Paul Goldman". The signature is fluid and cursive, with a large initial "P" and "G".

GHAYANE ZAKARIAN, Chief
Administrative Services Division

BS

P:\aspub\CONTRACT\BEN\TRANSIT\STOP NORTH & SOUTH\2008 SOUTH REBID\RFP\Addendum 1.doc

Enc.

BOND FOR FAITHFUL PERFORMANCE**KNOW ALL MEN BY THESE PRESENTS:**

That we, _____
(Contractor/Principal)

as principal, and _____
(Surety)

as surety, are held and firmly bound unto the LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS AND COUNTY OF LOS ANGELES, State of California (hereinafter County), in the sum of :

_____ Dollars (\$ _____)

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas said principal has been awarded and is about to enter into a written contract with the County for the Street Sweeping in South Whittier and is required by said County to give this bond in connection with the execution of said contract:

NOW, THEREFORE, if said principal shall well and truly do and perform all of the covenants and obligations of said contract on its part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect. No premature payment by said County to said principal shall exonerate any surety unless the Board of Supervisors of said County shall have actual notice that such payment is premature at the time and it is ordered by said Board, and then only to the extent that such payment shall result in loss to such surety, but in no event more than the amount of such premature payment.

It is agreed that any alterations in the work to be done or increase or decrease of the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either the principal or surety hereunder, nor shall any extensions of the time granted under the provisions of said contract release either the principal or surety, and notice of such alterations or extensions of the contract is hereby waived by the surety, provided, however, that if any alterations are made which will alter the general character of the work, or which will increase the total amount to be paid to the contractor by more than twenty-five percent (25%), then written consent of the surety shall be first obtained.

WITNESS our hands this _____ day of _____, 200 ____ .

By _____
(Contractor/Principal)

By _____
(Surety)

By _____
Its

By _____
Its Attorney-in-fact

By _____
Its

By _____
Its Attorney-in-fact

By _____
Its

By _____
Its