

TO: HARBOR DEPARTMENT PURCHASING OFFICE
500 Pier "A" Street
Berth 161
Wilmington, CA 90744

BID NO. F-836 Page 1
Show this number on envelope

Contract No. 39679

1. COMPLETE CONTRACT

This entire Bid Request shall become the contract upon its execution by the Executive Director on behalf of the Harbor Department of the City of Los Angeles. The complete contract shall consist of the entire Bid (including Specifications), this page and the reverse side, any addendums and when required, CONTRACTOR'S BOND. Contractor will be provided with a copy of the executed contract.

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor agrees, upon acceptance of this offer by the City, to furnish the goods and services herein specified according to the terms and conditions as set forth herein.

3. AMOUNT TO BE PAID

The City agrees to pay the contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" on the reverse side of this form. Unless otherwise indicated by the Bidder, remittance by the City for goods or services will be made to the address below.

4. CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

When alternative provisions are requested, or options are offered, the contractor will be notified as to which provision, or option, is being accepted when notification is sent that the Contractor is the successful bidder.

5. DECLARATION OF NON-COLLUSION

The undersigned certifies (or declares) under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure any advantage over other bidders.

6. LEGAL JUSTIFICATION

This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.

EXECUTED AT: UPLAND ON THE 10 DAY OF SEPTEMBER, 2013
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name B & D CONSTRUCTION CO., INC.

Phone 909-949-0360 Fax 909-949-0162

Address 145 N. TENTH AVENUE, UPLAND, CA 91786
Street City State Zip

 COURTNEY GRATZ - V.P. CONTRACTS ADMINISTRATOR
Signature Printed Name Printed Title

 GEORGE N. VERNACI - PRESIDENT
Signature Printed Name Printed Title


(AFFIX CORPORATE SEAL HERE)

(Approved Corporate Signature Methods)

a) Two signatures: One by Chairman of Board of Directors, President, or a Vice-President and one by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.

b) One signature by corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign.

NOTARIZATION: Bids executed outside the State of California must be sworn to and notarized below.

County of _____ State of _____ S.S. Subscribed and sworn this date _____, 201_	In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below. By _____ Executive Director Harbor Department	Approved as to form and legality <u>Dec. 16</u> , 20 <u>13</u> City Attorney BY  Deputy
Notary Seal _____ Signature _____	Date _____	

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

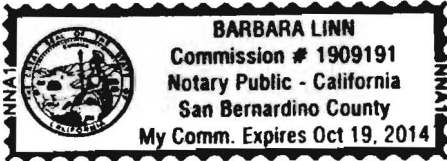
County of San Bernardino } ss.

On Sept. 10, 2013, before me, Barbara Linn, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Courtney Gratz, George N. Vernaci
Name(s) of Signer(s)

personally known to me

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.



WITNESS my hand and official seal.

Barbara Linn

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-836

SUBMIT BID TO :

Los Angeles Harbor Department
Purchasing Office, 1st Floor
500 Pier A Street
Wilmington, CA 90744

**BID DUE BEFORE
2:00 P.M.
September 10, 2013**

**BIDS WILL BE PUBLICLY
OPENED**

Buyer: Juan Benitez, Procurement Supervisor (310) 732-3890

**ALL ITEMS REQUESTED MAY BE QUOTED AS "OR EQUAL".
AFFIRMATIVE ACTION – AN APPROVED AA PLAN OR CERTIFICATION, IF NOT ON FILE, WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.**

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
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Soil Hauling and Disposal from former South West Marine Facility

The Southwest Marine facility is a former ship repair facility located on Terminal Island, CA. The shallow soil has been found to be contaminated with lead, petroleum hydrocarbons, arsenic, PCBs, and other metals. The excavation, sampling, and waste characterization of the soil will be performed by The Source Group, Inc. **This bid request is for the removal of contaminated soil stockpiles to approved disposal facilities in accordance with the attached Transportation Plan and the Scope Requirements included in this request.** The Contractor shall be responsible for health and safety planning, air monitoring, loading, dust control, on-site traffic management, profiling and manifest preparation, transportation of contaminated soil, off-site disposal of contaminated soil and for providing a tabulated summary of removed soil volumes, and signed manifest documentation. The Harbor Department will be responsible for coordination with regulatory agencies.

As required by the Department of Toxics Substances Control (DTSC), no more than 27 trucks may leave the site on any given workday. The Contractor must plan and execute their work to ensure that the estimated 13,805 tons of soil are removed from the Site by December 20, 2013, without exceeding the maximum allowable limit of 27 trucks per day.

The Contractor shall be responsible for maintaining the soil stockpiles throughout the duration of the project. This will require that the Contractor ensures that soil stockpiles are securely covered, unless soil is actively be removed from the stockpiles, and that soil stockpile covers and installed Best Management Practices (BMPs) are in place to control fugitive emissions or run-off during storm events.

The Contractor is to provide labor, materials, and all equipment necessary to execute the scope of work detailed herein. The Scope Requirements are included as Attachment A. The Air Monitoring Plan and Transportation Plan, each which must be adhered (note however that alternative disposal facility destinations, in addition to those specified in the Transportation Plan, have been provided in Attachment A of this RFP) to as part of the work scope, are provided as Attachment B and C, respectively.

REQ. NO.: J-14-014 NOTIFY: Kyle Susswain 8/21/13 JB:ap PAGE 2	STATE TIME OF DELIVERY: <u>5</u> DAYS AFTER RECEIPT OF ORDER TERMS <u>2</u> % DISCOUNT FOR PAYMENT WITHIN <u>20</u> DAYS. BIDDER MUST SIGN THIS BID ON PAGE 1
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Item #	Waste Classification	Est. Soil in Tons	Unit Cost Per Ton (\$/Ton)	Extended Cost
1	<p>NON-HAZARDOUS SOIL For furnishing labor, materials, and equipment to manage, load, manifest, transport, and dispose of non-hazardous waste soil at a class III landfill, including additions to or deductions from the approximate quantity stipulated.</p>	140	\$55.60	\$7,784.00
DISPOSAL FACILITY <u>Simi Valley Landfill</u>				
2	<p>NON-HAZARDOUS SOIL, PCBs <50 ppm, no TPH For furnishing labor, materials, and equipment to manage, load, manifest, transport, and dispose of chemically impacted Non-RCRA hazardous waste soil at a class III landfill, including additions to or deductions from the approximate quantity stipulated.</p>	100	\$75.00	\$7,500.00
DISPOSAL FACILITY <u>Simi Valley Landfill</u>				
3	<p>NON-HAZARDOUS SOIL, PCBs <50 ppm, TPH For furnishing labor, materials, and equipment to manage, load, manifest, transport, and dispose of chemically impacted non-hazardous waste soil at a class III landfill, including additions to or deductions from the approximate quantity stipulated.</p>	100	\$75.00	\$7,500.00
DISPOSAL FACILITY <u>Simi Valley Landfill</u>				

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4	<p>NON-RCRA HAZARDOUS/CA HAZARDOUS SOIL, PCBs <50 ppm For furnishing labor, materials, and equipment to manage, load, manifest, transport, and dispose of chemically impacted non-RCRA hazardous waste soil at a class II landfill, including additions to or deductions from the approximate quantity stipulated.</p>	13,415	\$88.10	\$1,181,861.50
DISPOSAL FACILITY <u>South Yuma County Landfill</u>				
5	<p>RCRA-HAZARDOUS [Lead (Pb) impacted soils]; For furnishing labor, materials, and equipment to manage, load, manifest, transport, and dispose of lead-impacted RCRA-hazardous waste soil at a class I landfill, including additions to or deductions from the approximate quantity stipulated. PRICE SHOULD ASSUME NO ADDITIONAL TREATMENT SURCHARGE AT THE DISPOSAL FACILITY</p>	50	\$227.00	\$11,350.00
DISPOSAL FACILITY <u>US Ecology</u>				
TOTAL COST				\$1,215,995.50

SUBMIT THE FOLLOWING INFORMATION/DOCUMENTS WITH YOUR BID

1. California Contractor's license number 776709.
2. Evidence of a current California hazardous waste (HAZ) license.
3. List of Subcontractors. See Attachment D.

CONTRACTOR IS ABLE TO COMPLY WITH THESE REQUIREMENTS IF AWARDED THE BID. Please indicate your understanding and agreement to these requirements by initialing next to each statement.

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		INITIALS
1	All work must be completed by December 20, 2013	af
2	No more than 27 trucks may leave the site on any given workday.	af
3	All Contractor and subContractor personnel operating on site shall have current OSHA HAZWOPER certifications.	af
4	The Contractor and subContractor operating on site shall comply with California Code of Regulations, Title 8, Section 1532.1 Lead, Appendix B.	af
5	The Contractor shall subcontract only with California licensed hazardous waste transporters to transport the waste from the job site to the disposal facility.	af
6	The Contractor will be required to submit to the Harbor Department for review a site-specific Health and Safety Plan (HASP) at least five days prior to beginning work. The HASP shall be prepared in accordance with the U.S. Department of Labor, 29 CFR 1910.120. The Harbor Department will provide the site-specific data for the preparation of the HASP.	af
7	The Contractor shall notify the Harbor Department of the proposed schedule. DUE: At least one week before the fieldwork begins.	af
8	The Contractor shall provide evidence of Rule 1166 Notification to South Coast Air Quality Management District. DUE: 5 days prior to beginning fieldwork	af
9	<i>The Contractor shall be responsible for maintaining the soil stockpiles throughout the duration of the project. This will require that the Contractor ensures that soil stockpiles are securely covered, unless soil is actively being removed from the stockpiles, and that soil stockpile covers and Best Management Practices (BMPs) are implemented to control fugitive emissions or run-off during storm events.</i>	af
10	The Contractor shall provide a fugitive dust control plan to ensure compliance with the requirements of South Coast Air Quality Management District Rule 1166 DUE: at least one week before the fieldwork begins.	af

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11	The Contractor shall provide copies of all heavy haul permits (as required) DUE: within 5 days prior to beginning work.	cg
12	Precaution must be taken to prevent damage to existing fencing, nearby buildings and roadways.	cg
13	Records of 1166 monitoring, if applicable. DUE: 30 days of completion of field activities	cg
14	Tabulated summaries of waste material hauled to each facility, including copies of facility weight tickets DUE: 30 days of completion of field activities	cg
15	Copies of billing of loadings and/or hazardous waste transport manifests DUE: 30 days of completion of field activities	cg
16	Contractor has read and is able to comply with the requirement in Attachment A, B, and C.	cg

Pre-Bid Conference and Job Walk

There will be a **MANDATORY** Pre-Bid Conference for all Bidders. **VENDORS NOT IN ATTENDANCE WILL NOT BE ALLOWED TO BID ON THIS PROJECT.**

Date: AUGUST 28, 2013
 Time: 10 a.m.
 Location: Port of Los Angeles,
 Contracts and Purchasing Division
 500 Pier A St., Wilmington, CA 90744

The purpose of the Pre-Bid Conference is to answer any questions about the requirements contained within the bid and to provide any additional information, which may prove helpful to the prospective bidder, as well as overcome any barriers to participation.

The Contractor shall be required to inspect the site to determine the soil loading equipment needed, equipment space requirements, and available utilities.

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Invoices

Each invoice must provide the unit cost and waste category for each soil tonnage. Appropriate backup must include: 1) receiving facility weight tickets and 2) a copy of the waste manifest signed by the receiving facility. No individual task amount can be exceeded without pre-approval from the Harbor Department.

Final invoices shall be submitted to:

Accounts Payable Section
Harbor Department, City of Los Angeles
P.O. Box 191
San Pedro, CA 90733-0191

REQUEST FOR QUOTATION BIDDER RESPONSIVENESS. In order to be responsive, bidders shall complete and return all Quotation documents requested by the Port, including addenda, specifications, drawings and all forms.

It shall be the bidder's responsibility to **provide one (1) original and two (2) copies** of the completed Quotation documents. The original and all copies shall include all quotation documents requested by the Port, including addenda, specifications, drawings and all forms.

The Purchasing Agent may deem a bidder non-responsive if the bidder fails to provide all Quotation documents requested by the Port at the Quotation closing date and time.

ADDENDUMS. From time to time, the Harbor Department may deem it necessary to issue an addendum(s) to modify or cancel a Bid Request. Such addendum(s) will be available on the Port of Los Angeles internet website – www.portoflosangeles.org and the Los Angeles Business Assistance Virtual Network website – www.labavn.org. It is the responsibility of the bidder to be aware of and respond to any such addendum(s) before the deadline of the applicable bid request. Failure to do so may deem the bid non-responsive.

BID SUBMITTAL TIMELINESS

Bidders solely are responsible for the timeliness of their submittals. As such, bidders are cautioned to budget adequate time to ensure that their bids are delivered at the location designated at or before the deadline set forth above. Bidders are cautioned that matters including, but not limited to, traffic congestion, security measures and/or events in or around the Harbor Department, may lengthen the amount of time necessary to deliver the bid, whether the bid is submitted in person or by mail.

AWARD. The Harbor Department reserves the right to reject any or all Bids, award Bid as a whole, split award or delete line items, as it may deem necessary, unless otherwise stated herein.

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SUPPLIER CONTACT INFORMATION:

Contact Person: COURTNEY GRATZ

Title: VICE PRESIDENT - CONTRACTS ADMIN.

Telephone No.: 909-949-0360

Fax No.: 909-949-0162

E-Mail Address: cgratz@bdcoinc.com

24 Hour Contact No.: 310-497-3057

INSURANCE: Contractor will be required to furnish, at its own expense and within TEN (10) days of notification of pending award, proof of insurance, in accordance with the types and in the minimum limits shown on the attached Los Angeles Harbor Department Insurance Assessment Request document. Such proof, except for Workers' Compensation, shall include the following clauses:

ADDITIONAL INSURED

The City of Los Angeles Harbor Department, its officers, agents, and employees must be included as additional insureds in applicable liability policies to cover the City of Los Angeles Harbor Department's vicarious liability for the acts or omissions of the named insured. Such coverage is not expected to respond to the active negligence of the City of Los Angeles Harbor Department.

PRIMARY COVERAGE

The coverages submitted must be primary with respect to any insurance or self insurance of the City of Los Angeles Harbor Department. The City of Los Angeles Harbor Department's program shall be excess of this insurance and non-contributing.

NOTICE OF CANCELLATION

By terms of the contract, the contracting company agrees to maintain all required insurance in full force for the duration of the contractor's business with the City of Los Angeles Harbor Department. Each contractually required insurance policy shall provide that it will not be canceled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of the City of Los Angeles Harbor Department have been given thirty (30) days' prior notice (or 10 days' notice of non-payment of premium) by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

INSURANCE PROCEDURES

Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Consultant's insurance documents. Track4LA® is the City's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City.

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It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The advantages of Track4LA® include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. Consultant's insurance broker or agent shall obtain access to Track4LA® at <http://track4la.lacity.org/> and follow the instructions to register and submit the appropriate proof of insurance on Consultant's behalf.

Indemnification

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Contractor undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by Contractor or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City.

RENEWAL

When an existing policy is timely renewed, you are encouraged to submit your renewal policy as soon as it is available to Track4LA®. All renewals must continue to meet the policy conditions listed above. As a courtesy, Risk Management sends notifications of expiring or expired insurance. However, it is the responsibility of the contracting company to ensure evidence of insurance remains effective for the duration of the contract.

For further clarification on Insurance procedures, coverage information and documentation, please go to <http://www.portoflosangeles.org/business/risk.asp>.

General Liability Insurance

Vendor shall procure and maintain in effect throughout the term of this Agreement, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Vendor's normal limits of liability but not less than **One Million Dollars (\$1,000,000.00)** combined single limit for injury or claim. Where Vendor provides or dispenses alcoholic beverages, Host Liquor Liability coverage shall be provided as above. Where Vendor provides pyrotechnics, Pyrotechnics Liability shall be provided as above. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Vendor. The retention or self-insurance provided shall provide that any other insurance maintained by Department shall be excess of Vendor's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said

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insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons. Your insurance broker or agent shall submit for approval on your behalf said insurance to the City's online insurance compliance systemTrack4LA TM at <http://track4la.lacity.org/>.

Auto Liability Insurance

Vendor shall procure and maintain at its expense and keep in force at all times during the term of this Agreement, automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Vendor's normal limits of liability but not less than **One Million Dollars (\$1,000,000.00)** covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons. Your insurance broker or agent shall submit for approval on your behalf said insurance to the City's online insurance compliance systemTrack4LA TM at <http://track4la.lacity.org/>.

Workers' Compensation and Employer's Liability

Vendor shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the Vendor shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Vendor shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such worker's compensation and occupational disease requirements shall include coverage for all employees of Vendor, and for all employees of any subcontractor or other vendor retained by Vendor. Your insurance broker or agent shall submit for approval on your behalf said insurance to the City's online insurance compliance systemTrack4LA TM at <http://track4la.lacity.org/>.

Pollution Liability Insurance or Environmental Impairment Liability

Vendor shall procure and maintain throughout the term of this Purchase Order, at its cost, Pollution Liability coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's Rating is not available), with Vendor's normal limits of liability but not less than **Five Million Dollars (\$5,000,000.00)** combined single limit for injury or death or property damage arising out of each accident or occurrence covering Vendor's services under this Agreement. Said limits shall provide first

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dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Vendor. Vendor's pollution liability shall include coverage for losses caused by pollution conditions that arise from the operation of Vendor described under the scope of services of this Purchase Order and include: (a) on-site and off-site coverage for bodily injury, sickness, disease, mental anguish or shock sustained by a person, including death; (b) on-site and off-site property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed; (c) on-site and off-site defense including costs, charges and expenses incurred in the investigation adjustment or defense of claims for such compensatory damages.

Non-owned disposal site coverage shall also be provided if Vendor is handling, storing or generating hazardous materials or any material/substance otherwise regulated under governmental laws/regulations.

The insurance provided shall contain a severability of interest clause and shall provide that any other insurance maintained by the Harbor Department shall be excess of Vendor's insurance and shall not contribute with it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and severability of interest clause, have no exclusions for Contractual Liability, have no restrictions for Sole Liability of Vendor, and shall not contain any other exclusions contrary to this Agreement.

Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary and Non-Contributory additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons. Vendor's insurance broker or agent shall submit for approval on Vendor's behalf said insurance to the City's online insurance compliance system Track4LA[®] at <http://track4la.lacity.org/>.

NOTE:

FAILURE TO SUBMIT PROOF OF INSURANCE WITHIN (10) DAYS UPON RECEIPT OF NOTICE OF INTENT TO AWARD WILL DEEM THE BIDDER NON- RESPONSIVE AND THE PROSPECTIVE AWARD MAY BE CANCELLED.

INITIAL HERE ACKNOWLEDGING INSURANCE CLAUSE:  **(initial)**

Upon approval of insurance, contractor will receive written authorization to proceed.

NO WORK MAY BE PERFORMED WITHOUT SUCH WRITTEN AUTHORIZATION TO PROCEED

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SAFETY AND HEALTH REQUIREMENTS

All equipment, materials, procedures and services furnished and/or used by the Contractor shall comply with applicable current requirements of OSHA and CAL-OSHA. Contractor agrees to indemnify and hold harmless Los Angeles City, The Harbor Department, and agents, officers and employees thereof, for all damages assessed against them as a result of Contractor's failure to comply with said safety and health requirements.

CARE & CUSTODY

The contractor accepts full responsibility for the security against loss or damage to the equipment involved while in his/her possession or the possession of any of his/her agents. Contractor shall reimburse the Harbor Department for any loss or damage to Harbor Department equipment in his/her possession or the possession of any of his/her agents.

INSPECTION RESPONSIBILITY

Bidder submittal constitutes acknowledgment of inspection of the work site to bidder's satisfaction, including, but not limited to site conditions and specification requirements.

SITE MAINTENANCE & CLEAN-UP

Contractor shall keep the premises and worksite clean and free from rubbish and debris. Upon completion of the contract and before acceptance of the work by the City, the Contractor shall at once remove as necessary all tools, equipment and materials, and shall leave the worksite with a neat clean appearance.

PREVAILING WAGE \ PUBLIC WORKS CONTRACTS. Contractor, in performance of this Public Works Contract, shall comply with all provisions of Section 425 of the Charter of the City of Los Angeles and of the Labor Code of the State of California including, but not limited to, those sections requiring payment of prevailing wages and the employment/training of apprentices.

SERVICE CONTRACT WORKER RETENTION AND LIVING WAGE POLICY

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 5771 on January 3, 1999 agreeing to adopt the provisions of the Los Angeles City Ordinance No. 171004 relating to Service Contract Worker Retention (SCWR) Section 10.36 et. seq. of the Los Angeles Administrative Code as the policy of the Harbor Department. Further, Charter 378 requires compliance with the City's Living Wage (LW) requirements as set forth by ordinance (LWO), Section 10.37 et. seq. of the Los Angeles Administrative Code. Contractor shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate this contract and otherwise pursue legal remedies that may be available.

BILLING DISCOUNT TERMS. Billing Discount terms offering 20 days or more will be considered in making evaluation for award.

SALES TAXES. Do not include Sales Taxes in your Bid. Sales Taxes will be added at time of order.

FEDERAL EXCISE TAX. The City of Los Angeles Harbor Department is exempt from payment of Federal Excise Taxes, and will furnish vendor with a Tax Exemption Certificate. **PRICING NOT TO INCLUDE ANY FEDERAL EXCISE TAX.**

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-836

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: September 10, 2013

SALES TAX PERMIT. Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: N/A

CONTRACTOR PAYMENT. Please note. Contractor name and address must be submitted exactly as it will appear on the invoice. If invoice remit to (remittance) name and address are different from the bid name and address, please indicate:

REMIT TO: NAME: B & D CONSTRUCTION CO., INC.

ADDRESS: 145 N. TENTH AVENUE

UPLAND, CA 91786

Invoices submitted for payment where the invoice name and address does not match the name as it appears on the purchase order or as indicated in the space above, will not be processed and will be returned to the vendor.

COMPLIANCE WITH LAWS. Contractor shall comply with all applicable Ordinances, laws, Rules and Regulations of the City and of any County, State or Federal Government, or subdivision thereof.

DEFAULT BY SUPPLIER. In case of default by Contractor, the City reserves the right to procure the articles or services from other sources and to hold the vendor responsible for any excess costs occasioned to the City thereby.

EQUAL BENEFITS POLICY. The Board of Harbor Commissioner of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 172,908, as amended, relating to Equal Benefits (Section 10.8.2 et seq. of the Los Angeles Administrative Code) as a policy of the Harbor Department. Bidder shall comply with the policy whenever applicable. Violation of the policy shall entitle the City to terminate any agreement with Bidder and pursue any or all other legal remedies that may be available.

MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE (MBE/WBE/OBE). It is the policy of the Los Angeles Harbor Department to provide minority (MBE), women (WBE) and all other (OBE) business enterprises an equal opportunity to participate in the performance of all Harbor Department contracts. Such opportunities have resulted in combined M/WBE participation of over 20%. Bidders are encouraged to continue assisting the Department in implementing this policy by taking all reasonable steps to ensure that all available business enterprises have an equal opportunity to compete for and participate in Department contracts. All bidders are encouraged to reach out to M/W/OBEs when opportunities are available.

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

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-836

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: September 10, 2013

subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

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

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC). In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (213) 473-5901, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number.

TAXPAYER IDENTIFICATION NUMBER. Contractor declares that it has an authorized Taxpayer Identification Number (TIN), which must be indicated on all invoices. No payments will be made under this agreement without a valid TIN number.

SPECIAL NOTE. If you are not bidding, please state reason for not bidding and return bid to the Purchasing Office:

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-836

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: September 10, 2013

GENERAL CONDITIONS READ CAREFULLY

1. **FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic or facsimile bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA 90744. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.
2. **TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
3. **SPECIFICATION CHANGES.** Bidder may request in writing that specifications be modified if its provisions restrict bidder from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All bidders will be notified by Addendum of any approved changes in the specifications.
4. **BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Bidder must describe variations in their Bid.
5. **AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the bidder. The City may make combined award of all items complete to one bidder or may award separate items to various bidders. Bidders may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
6. **PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
7. **PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
8. **DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
9. **PAYMENTS.** Payment terms are NET 30 days unless bidder quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
10. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Purchasing.
11. **NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
12. **SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.
13. **PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
14. **CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.
15. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.
16. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
17. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year after the current fiscal year is contingent upon City's appropriation of funds for that purpose. The City's fiscal year ends on June 30th of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.
18. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Bidder is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

END

No. 285 Rev. 10/12-116

LIST OF SUBCONTRACTORS

ATTACHMENT D

COMPANY	CONTACT NAME	ADDRESS	PHONE	EMAIL
N/A				



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

Bidder Contributions CEC Form 55

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

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

F-836

Date Bid Submitted:

9/10/13

Description of Contract:

Soil Hauling and Disposal from former South West Marine Facility

Awarding Authority (Department):

City of Los Angeles Harbor Department

BIDDER

Name: B → D Construction Co., Inc.

Address: 145 N. 10th Ave., Upland, CA 91786

Email (optional): cgratz@bdcoinc.com Phone: (909) 949-0300

State Contractor I.D.: 776709

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

PRINCIPALS

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

Name: George Vernaci Title: Pres. / Secretary

Address: 217 E. 25th St., Upland, CA 91784

Name: Brad Vernaci Title: Vice President

Address: 1322 N. Erin Ave., Upland, CA 91786

Name: Courtney Gratz Title: V.P. - Contract Admin

Address: 96216 Palo Alto St., Rancho Cucamonga, CA 91730

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

_____ additional sheets are attached.

Bidder is an individual with no principals.



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

Bidder Contributions

CEC Form 55

SUBCONTRACTORS

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

Subcontractor: n/a

Address: _____

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

Subcontractor: _____

Address: _____

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

Subcontractor: _____

Address: _____

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

Subcontractor: _____

Address: _____

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

Subcontractor: _____

Address: _____

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

Subcontractor: _____

Address: _____

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

Subcontractor: _____

Address: _____

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

Subcontractor: _____

Address: _____

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

Subcontractor: _____

Address: _____

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

_____ additional sheets are attached.

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



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

Bidder Contributions

CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

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

Name: N/A Title: _____
 Address: _____
 Subcontractor: _____

Name: _____ Title: _____
 Address: _____
 Subcontractor: _____

Name: _____ Title: _____
 Address: _____
 Subcontractor: _____

Name: _____ Title: _____
 Address: _____
 Subcontractor: _____

Name: _____ Title: _____
 Address: _____
 Subcontractor: _____

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

Subcontractor: _____
 Subcontractor: _____

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

CERTIFICATION

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

Date: 12/5/13 Signature: [Signature]
 Name: Courtney Gratz
 Title: VP Contract Admin.

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.



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Sung Won Sohn, Ph.D.

Executive Director

DATE: September 4, 2013

BID # F-836 ADDENDUM #1 DESCRIPTION: " Soil Hauling and Disposal from South West Marine Facility"

BID OPENING DATE: Tuesday, September 10, 2013 , 2 p.m.

Q1. Does the winning contractor need to obtain a SCAQMD Rule 1166 Permit?

A1. Add the cost to obtain a site specific Rule 1166 Permit and provide Rule 1166 monitoring should this be necessary: \$ 4,000.00

Q2. Is the job a prevailing wage job?

A2. Yes, as it pertains to equipment operators and truck drivers. Prevailing wage will be in effect from the Southwest Marine Site to the disposal site.

Q3. Are there analytical data for the job site?

A3. Site technical reports made available to the public can be accessed through DTSC's data management system, EnviroStor, at <http://www.envirostor.dtsc.ca.gov>.

Q4. Do trucks and equipment need to be 2007 CARB compliant?

A4. Only trucks hauling soil need to comply with the 2007 CARB program.

Q5. Will there be an allowance for rain delays?

A5. Because the soil will be placed on paved surfaces and covered in plastic, we do not expect that the loading and off-site transport of soil will be adversely affected by rainy days. Should heavy rains create unsafe working conditions, the contractor is to notify the Harbor Department, Environmental Management Division via telephone and follow up within 24 hours with written notification that work must be temporarily suspended. These delays may be the basis for completion of the site work past the project deadline, but will not result in any additional compensation to the contractor.



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Executive Director

Q6. How wet will the soil be?

A6. 70-80% will come from the upper 2-3 feet, and should be dry. Some soils will come from as deep as 10 feet and may be marginally wet, but not sloppy. Because the soil will be dry, dust control will be required throughout the loading process.

Q7. Who supplies the water for dust control?

A7. The successful bidder shall provide its own potable water source.

Q8. Is street sweeping required?

A8. The contractor shall be responsible to ensure that no soil is tracked from the site onto Seaside Avenue. Street sweeping shall be done at the discretion of the contractor as needed to meet this requirement and keep the site and Seaside Avenue free from chemically impacted soil (CIS).

Q9. Does the contractor need shaker plates and what type?

A9. The installation and use of shaker or rumble plates shall be done at the discretion of the contractor. The use of these and other best management practices shall be the responsibility of the contractor to ensure that chemically impacted soil (CIS) is not tracked from the loading area and not tracked onto surface streets.

Q10. How should the shaker plates be implemented?

A10. The installation and use of shaker or rumble plates shall be done at the discretion of the contractor. The use of these and other best management practices shall be the responsibility of the contractor to ensure that chemically impacted soil (CIS) is not tracked from the loading area and not tracked onto surface streets.

Q11. Is the contractor responsible for air monitoring?

A11. Yes. Contractor is responsible for air monitoring elements as specified in ATTACHMENT B, Air Monitoring Plan, as well as any imposed by SCAQMD.



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Q12. Are there equipment-staging restrictions?

A12. Equipment staging, to the extent feasible, should be conducted on-site (there is plenty of space). Equipment staging along Seaside Avenue should be minimized, and ideally would not interfere with traffic.

Q13. What are the Site work hours?

A13. Work hours shall be between 5:00 a.m. and 6:00 p.m. Weekend work (Saturday and Sunday) is allowable at the discretion of the winning bidder, with advanced coordination with the Port of Los Angeles Environmental Management Division (EMD), however, weekend work will not result in any additional compensation to the contractor beyond the unit costs in the bid.

Q14. Depressions/holes were observed in the designated stockpile area that may be indicative of subsurface void spaces. Will the contractor be indemnified for damages related to surface failure?

A15. Prior to operations in this area, EMD's consultant, The Source Group, will inspect the traffic routes and work areas on the site. Where depressions or holes are observed in surface pavement, an evaluation by potholing will be conducted to determine the extent of the subsurface void spaces. All depressions, holes and subsurface voids will be filled and compacted. Steel plates will be left in place over each repaired depression or hole.

Q15. Is the contractor required to close lanes?

A15. Street lanes are not required to be closed. However, during truck ingress and egress, appropriate signage and flagmen are required.



Berth 161 500 Pier "A" Street Wilmington, CA 90744-6210 TEL/TDD 310 732-3890 FAX 310 513-6234 www.portoflosangeles.org

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Executive Director

Other Amendments:

1. The Port is amending Page Section 2.2 of the ATTACHMENT C, Transportation Plan, to include the following disposal facility for waste destination:

La Paz County Regional Landfill
26999 Hwy 95, Milepost 128
Parker AZ, 85344

Copper Mountain Landfill
34583 East Co. 12th Street
Wellton, AZ, 85356

ECDC Environmental, L.C.
1111 West Highway 123
P.O. Box 69
East Carbon, Utah 84523
(435) 888-4418



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Q16. Page two of the RFQ states that The Source Group will be performing the excavation, sampling and waste characterization of the soil. Can you please clarify the following questions related to The Source Group Scope of Work:

- a. Will The Source Group direct load trucks for disposal? Or should we bid truck loading from a stockpile? The soil will be placed in stockpiles by the Source Group.

A16a. As stated in the bid document, page 2, the bid request is for "removal of contaminated soil stockpiles" and the contractor will be responsible for " ... air monitoring, loading, dust control, on-site traffic management, profiling and manifest preparation, transportation of contaminated soil, off-site disposal of contaminated soil ...". Please provide a bid to load from the stockpiles into your trucks. Note that your bid should include removing and disposing of all plastic sheeting covering and underlying each stockpile and leaving the area in a broom-swept condition at the end of the project.

- b. Since The Source Group is performing the excavation it is unclear why the 1166 requirements are included in this contract. Normally the company performing the excavation is required to make and conform to all 1166 requirements, which include the soil management, dust mitigation plan and air monitoring. The RFQ is requiring the transportation and disposal company to prepare the required 1166 plans and conduct the air monitoring. Can you please confirm if you want us to include pricing for these items? If you do, will we need to include The Source Group Scope of Work into our 1166 plans and notifications?

A16b. The management of the stockpiles will be the sole responsibility of the winning bidder. Please include the cost of SCAQMD Rule 1166 monitoring for the soil stockpile loading as a separate line item. Depending upon conditions found during the excavation and stockpiling of the soil, a determination will be made as to the necessity for Rule 1166 monitoring during the loading of the soil stockpiles.



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- c. Since The Source Group is performing the excavation, sampling and waste characterization of the soil they drive the schedule. How do we get paid for delays caused by The Source Group?

A16c. The soil stockpiles will be in place prior to the loading and transportation phase of the project. It is currently anticipated that the stockpile loading can commence in early November.

- Q17. Bid item number 1 on the bid schedule identifies disposal of Non-Hazardous Waste Soil to a Class III landfill. Can you please confirm that the disposal facilities provided in the RFQ for this waste stream have agreed to this?

A17. It is the bidders responsibility to confirm that the disposal facility/facilities selected will accept the waste material.

- Q18. Bid item number 2 on the bid schedule identifies disposal of chemically impacted Non-RCRA Hazardous Waste Soil to a Class III landfill. Can you please confirm that the disposal facilities provided in the RFQ for this waste stream have agreed to this?

A18. It is the bidder's responsibility to confirm that the disposal facility/facilities selected will accept the waste material.



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Executive Director

Q19. Does the Harbor Department have a Stormwater Pollution Prevention Plan Program? If so, can you please provide a copy of that so we bid the appropriate BMP's to implement?

A19. A site specific SWPPP will be developed by SGI for the site. The winning bidder will be responsible for any BMPs specifically mentioned in the bid document (for example, maintenance of stockpiles and cover). SGI will be responsible for implementation of any other provisions of the SWPPP. SGI staff will be present onsite during the project to monitor this and as observers, to document operations for the soil removal action report to be submitted to DTSC.

Q20. What date is this work scheduled to start?

A20. It is currently anticipated that the stockpile loading can commence in early November.

Q21. What are the bonding requirements?

A21. There are no bonding requirements for the work scope.

Q22. What percentage of work needs to be self-performed by the prime?

A22. It is at the discretion of the bidder as to how to best perform this project. There are no self-perform percentage requirements.



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Executive Director

Q23. Will the material excavated by The Source Group be wet?

A23. We do not expect any of the excavated material to be wet.

Q24. Would the Harbor Department consider adding two addition bid items? One for administrative/management costs and one for mobilization/demobilization? The way the bid sheet is setup right now bidders have to spread these costs throughout the T&D bid items. If you're looking for the best prices on T&D and want to compare apples to apples, there should be separate line items for administrative/management and mobilization/demobilization costs.

A24. Please include your administrative and management costs within the requested Unit Cost bid items.

Q25. Please advise if the POLA is exempt from BOE at the disposal sites? We do understand that State and Federal tax are to be excluded in our pricing, however if the POLA is not exempt from BOE with the disposal facilities we will need to include that.

A 25. The Port pays BOE taxes directly, and the bidder does not need to factor this into their bid.

All other specifications, terms, and conditions shall remain the same.

QUESTIONS, BUYER: Juan A. Benitez, (310) 732-3890.

Please attach this addendum to your bid.

Regards,

Juan A. Benitez
Procurement Supervisor



**THE PORT
OF LOS ANGELES**

Berth 161 500 Pier "A" Street Wilmington, CA 90744-6210 TEL/TDD 310 732-3890 FAX 310 513-6234 www.portoflosangeles.org

Antonio R. Villarigosa

Mayor, City of Los Angeles

Board of Harbor
Commissioners

Cindy Miscikowski
President

David Arlan
Vice President

Robin M. Kramer

Douglas P. Krause

Sung Won Sohn, Ph.D.

Geraldine Knatz, Ph.D.

Executive Director

DATE: September 10, 2013

BID # F-836 ADDENDUM #2

DESCRIPTION: SOIL HAULING AND DISPOSAL FROM SOUTH WEST MARINE FACILITY

BID OPENING DATE: Tuesday, September 10, 2013, 2pm

1. ADD LANGUAGE

LOCAL BUSINESS PREFERENCE PROGRAM. The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department's Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

Bidders who qualify as a Local Business Enterprise (LBE) will receive an 8% bid preference on any bid for goods and/or services valued in excess of \$150,000. The maximum preference shall not exceed \$1 million. The preference will be applied by deducting 8% of the bid price submitted by the Bidder. Bidders who do not qualify as a LBE may receive a maximum 5% bid preference for identifying and utilizing LBE subcontractors, where applicable. Bidders may receive a 1% bid preference, up to a maximum of 5%, for every 10% of or portion thereof, of work that is subcontracted to a LBE. LBE subcontractor preferences will be determined by the percentage of the total amount of compensation proposed under the Contract.

The Harbor Department defines a LBE as:

- (a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. Headquartered shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties; or



- (b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

In order for Harbor Department staff to determine the appropriate LBE preference, Bidder shall complete, sign, notarize and submit the attached Affidavit and Bidder Description Form. The Affidavit and Bidder Description Form will signify the LBE status of the Bidder and subcontractors.

In the event of Bidder's noncompliance during the performance of the Contract, Bidder shall be considered in material breach of contract. In addition to any other remedy available to City under this Contract or by operation of law, the City may withhold invoice payments to Bidder until noncompliance is corrected, and assess the costs of City's audit of books and records of Bidder and its subcontractors. In the event the Bidder falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Bidder from participation in City contracts for a period of up to five (5) years.

2. EXTEND BID OPENING DATE

FROM: TUESDAY, SEPTEMBER 10, 2013, 2PM

TO: TUESDAY, SEPTEMBER 17, 2013, 2PM

All other specifications, terms, and conditions shall remain the same.

For questions, please contact Juan Benitez at (310) 732-3890.

Please attach this addendum to your bid.

Regards,



Juan A. Benitez
Procurement Supervisor



425 S. Palos Verdes Street Post Office Box 151 San Pedro, CA 90733-0151 TEL/TDD 310-SEA-PORT www.portoflosangeles.org

Eric Garcetti
Board of Harbor
Commissioners
Geraldine Knatz, Ph.D.

Mayor, City of Los Angeles
Cindy Miscikowski President
David Arlan Vice President
Douglas P. Krause
Sung Won Sohn, Ph.D.
Executive Director

DATE: September 11, 2013

BID # F-836 ADDENDUM #3

DESCRIPTION: SOIL HAULING AND DISPOSAL FROM SOUTH WEST MARINE FACILITY

BID OPENING DATE: Tuesday, September 17, 2013, 2pm

1. **ADDITION OF LINE ITEM 4A**

4a.

If the 13,415 tons of non-RCRA hazardous waste soil (Item 4, page 4 of original bid document F-836) is required to be hauled and disposed of as TSCA waste at US Ecology or other approved TSCA disposal facility,

Will you provide service of TSCA waste to this location? Yes No

If yes, list here the unit price per ton.....\$168.00 / Ton

(Any cost for contractor's TSCA notification per 40 CFR 761 should be covered in the unit costs).

FIRM NAME B & D Construction Co., Inc.

Signature 

Printed Name Courtney Gratz

Printed Title V.P. Contract Administration Date September 17, 2013

BID # F-836 ADDENDUM #3

DESCRIPTION: SOIL HAULING AND DISPOSAL FROM SOUTH WEST MARINE FACILITY
PAGE 2

All other specifications, terms, and conditions shall remain the same.

For questions, please contact Juan Benitez (310) 732-3890.

Please attach this addendum to your bid.

Regards,

A handwritten signature in blue ink, appearing to read "Juan Benitez for". The signature is fluid and cursive, with a large initial "J" and a long, sweeping underline.

Juan Benitez
Procurement Supervisor

STATE OF CALIFORNIA

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

B & D CONSTRUCTION CO INC

to engage in the business or act in the capacity of a contractor
in the following classification(s):

A - GENERAL ENGINEERING CONTRACTOR
HAZ - HAZARDOUS SUBSTANCES REMOVAL
C21 - BUILDING MOVING, DEMOLITION

Witness my hand and seal this day,

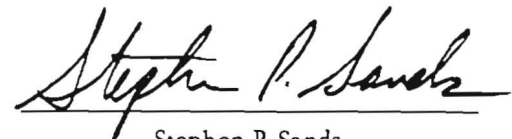
October 20, 2005

Issued March 28, 2000

SIGNATURE OF LICENSEE

SIGNATURE OF LICENSE QUALIFIER

This license is the property of the Registrar of Contractors,
is not transferrable, and shall be returned to the Registrar
upon demand when suspended, revoked, or invalidated
for any reason. It becomes void if not renewed.



Stephen P. Sands
Registrar of Contractors

776709

License Number

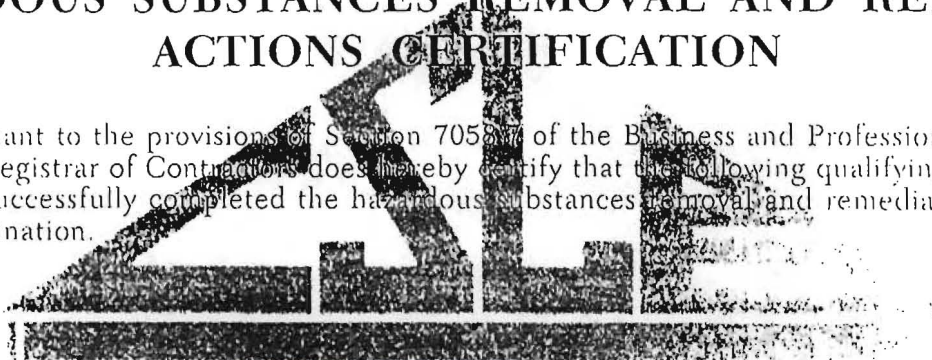


Building Quality



HAZARDOUS SUBSTANCES REMOVAL AND REMEDIAL ACTIONS CERTIFICATION

Pursuant to the provisions of Section 70587 of the Business and Professions Code, the Registrar of Contractors does hereby certify that the following qualifying person has successfully completed the hazardous substances removal and remedial actions examination.



Qualifier: GEORGE NICHOLAS VERNACI
License No.: 776709
Business Name: B & D CONSTRUCTION CO INC



WITNESS my hand and official seal this
5 day of APRIL 2000

[Signature]
Registrar of Contractors

13L-36 (12/97)

This certification is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason.

A-8031



State Of California

**CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE**



License Number **776709**

Entity **CORP**

Business Name **B & D CONSTRUCTION CO INC**

Classification(s) **A HAZ C21**

Expiration Date **03/31/2014**

www.cslb.ca.gov



DATE: 1/18/13
 RECAP
 DEPT: Env Mgt Div
 BUYER: J. Benitez
 REQ. NO.: J-14-014

option # 4

ITEM DESCRIPTION: Soil Hauling & Disposal from Former South West Marine Facility

Item No.: F-836; Bid Opening 9/17/13, 2 p.m.

VENDOR:	B & D Construction
VENDOR NO.:	
ADDRESS:	
Upland, CA	
FAX:	909-949-0162
PHONE:	909-949-0360
QUOTED BY:	
TERMS:	2%, 20 n/30 2.00%
DELIVERY DATE:	5 days aro
DEL. CHARGE:	
F.O.B.:	dest
S.L.B.:	no
Local Bus Pref (8%)	Y

QTY.	ITEM	UNIT PRICE	Ext. Price	ITEM	UNIT PRICE	Ext. Price	ITEM	UNIT PRICE	Ext. Price	ITEM	UNIT PRICE	Ext. Price			
Pricing for Items 1, 2, 3, 4 and 5				Pricing for Items 1, 2, 3, 4a and 5				Pricing for Items 1, 2, 3, 4, 5 and Rule 1166				Pricing for Items 1, 2, 3, 4a, 5 and Rule 1166			
140	Non Hazardous Soil	\$ 55.60	\$ 7,784.00	Non Hazardous Soil	\$ 55.60	\$ 7,784.00	Non Hazardous Soil	\$ 55.60	\$ 7,784.00	Non Hazardous Soil	\$ 55.60	\$ 7,784.00			
100	Non Hazardous Soil, PCB's < 50 ppm, no TPH	\$ 75.00	\$ 7,500.00	Non Hazardous Soil, PCB's < 50 ppm, no TPH	\$ 75.00	\$ 7,500.00	Non Hazardous Soil, PCB's < 50 ppm, no TPH	\$ 75.00	\$ 7,500.00	Non Hazardous Soil, PCB's < 50 ppm, no TPH	\$ 75.00	\$ 7,500.00			
100	Non Hazardous Soil, PCB's < 50 ppm, TPH	\$ 75.00	\$ 7,500.00	Non Hazardous Soil, PCB's < 50 ppm, TPH	\$ 75.00	\$ 7,500.00	Non Hazardous Soil, PCB's < 50 ppm, TPH	\$ 75.00	\$ 7,500.00	Non Hazardous Soil, PCB's < 50 ppm, TPH	\$ 75.00	\$ 7,500.00			
13415	Non-RCRA Hazardous/CA Hazardous Soil, <50 ppm	\$ 88.10	\$ 1,181,861.50				Non-RCRA Hazardous/CA Hazardous Soil, <50 ppm	\$ 88.10	\$ 1,181,861.50						
50	RCRA Hazardous (Lead (Pb) impacted Soils)	\$ 227.00	\$ 11,350.00	RCRA Hazardous (Lead (Pb) impacted Soils)	\$ 227.00	\$ 11,350.00				RCRA Hazardous (Lead (Pb) impacted Soils)	\$ 227.00	\$ 11,350.00			
13415	Non-RCRA Hazardous/CA Hazardous Soil, <50 ppm - TSCA Waste			Non-RCRA Hazardous/CA Hazardous Soil, <50 ppm - TSCA Waste	\$ 168.00	\$ 2,253,720.00				Non-RCRA Hazardous/CA Hazardous Soil, <50 ppm - TSCA Waste	\$ 168.00	\$ 2,253,720.00			
1	Rule 1166 Permit & Monitoring (if necessary)						Rule 1166 Permit & Monitoring (if necessary)	\$ 4,000.00	\$ 4,000.00	Rule 1166 Permit & Monitoring (if necessary)	\$ 4,000.00	\$ 4,000.00			
	Subtotal		\$ 1,215,995.50	TOTAL		\$ 2,287,854.00	TOTAL		\$ 1,208,645.50	TOTAL		\$ 2,291,854.00			
	DISCOUNT		\$ 24,319.91	DISCOUNT		\$ 45,757.08	DISCOUNT		\$ -	DISCOUNT		\$ 45,837.08			

		\$ 1,191,675.59			\$ 2,242,096.92		\$ 1,184,472.59		\$ 2,246,016.92
	Tax @ 9.00%								
	TOTAL	\$ 1,191,675.59	TOTAL		\$ 2,242,096.92	TOTAL	\$ 1,184,472.59	TOTAL	\$ 2,246,016.92
	Local Bus Pref (8%)	\$ 95,334.05	Local Bus Pref (8%)		\$ 179,367.75	Local Bus Pref (8%)	\$ 94,757.81	Local Bus Pref (8%)	\$ 179,681.35
	total w/ Pref.	\$ 1,096,341.54			\$ 2,062,729.17		\$ 1,089,714.78		\$ 2,066,335.57
omments:									
AWARDED TO:	VENDOR #		P.O. #	ITEMS				REASONS	

B & D Construction p. 2 of 2

CITY OF LOS ANGELES
HARBOR DEPARTMENT - PURCHASING DIVISION

BID TRANSMITTAL

TO: Environmental Mgt Division- Kyle Susswain DATE: December 4, 2013

PURCHASE REQUISITION NO: J-14-014 BID NO: F-836

DESCRIPTION: Soil Hauling from former SW Marine Facility

Attached for your review are the bids and price summary related to the above, described item. Your approval signature is required to proceed with the procurement process. A recommendation for award must be made to the lowest bidder that is in compliance with all specifications. If you are recommending an award away from the lowest bidder, please identify the alternate bidder and include a justification below.

LOWEST BIDDER: See Attachment : "Vendor Rankings with possible award options"

RECOMMENDATION: B&D Construction Company, Inc.

JUSTIFICATION:

The bid was issued with four possible award options. EMD is moving forward with awarding the bid under Option 4 which requires the loading, transportation, and proper disposal of non-hazardous soil and non-RCRA hazardous soils (including soils with less than 50 ppm of polychlorinated biphenyls that are required to be hauled off and disposed of as TSCA waste at US Ecology or other approved TSCA facility), and RCRA hazardous (lead impacted) soil, to appropriate disposal facilities.

Four of the twelve bidding firms were disqualified from consideration due to either an incomplete bid package, or the recommendation for use of one or more disposal facilities that are not licensed to receive hazardous waste. B&D Construction Company, Inc is the lowest, responsive and responsible bidder meeting the required specifications.

Approval:  _____
(signature)

Date: 12-04-13 Phone: (310)732-3763

Purchasing this item is delayed until this form is signed and returned to Purchasing staff. If this purchase is over \$150,000 a draft board report must accompany this form.

What happens after Purchasing receives my signed Bid Transmittal?

If purchase is less than \$100K; a PO will be drafted and award made as recommended.

If purchase is between \$100K-\$150K; winning bid is forwarded to City Attorney for review and then forwarded to Senior Manager for signature.

If purchase is more than \$150K; winning bid and draft board report is forwarded to City Attorney for review. Award cannot be initiated until after the Board approves the purchase. It is the end-user's responsibility to notify Purchasing that an item is approved by the Board.

If you have any questions regarding this bid, please contact Juan Benitez at extension 3896.