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

BID NO. F-1215 Page 1
Show this number on envelope.

Contract No. 40056

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, terms and conditions, 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" according to the terms and conditions. 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: Alameda, CA (City, State) ON THE 9th (Date) DAY OF August (Month), 2024 (Year)

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Power Engineering Construction Co.

Phone 510-337-3800 Fax 510-337-3808

Address 1501 Viking St, Suite 200, Alameda, CA 94501
Street City State Zip

David Mik — President
Signature — Printed Name — Printed Title

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 _____, 2024 Notary Seal Signature	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 Date	Approved as to form and legality 9 - 19, 2024 City Attorney BY_____ Deputy

Transmittal 2

Corporate Resolution by the Board of Directors

for

Power Engineering Construction Co.

We, the undersigned, comprised of a majority of the directors of this Corporation, consent and agree that the following corporate resolution was made on the 7 day of November 2023, at the location:

Power Engineering Construction Co.
1501 Viking Street, Suite 200
Alameda, CA 94501

We do hereby consent to the adoption of the following as if it was adopted at a regular called meeting of the Board of Directors for this Corporation. In accordance with State laws and the Bylaws of this Corporation, the Board of Directors decided unanimously that:

Corporate signatory members need to be defined by corporate resolution by the Board of Directors.

Now, therefore, it is resolved, that the Corporation shall:

The company can be bound to new contracts by the following members:

David Mik - President
Hilary Tigue - Chief Financial Officer
Wayne Stonecipher - Secretary

The Officers of this Corporation are hereby authorized to perform the acts to carry out this Resolution.

We, the undersigned directors of this Corporation constituting a quorum of the Board, **consent and agree** to all of the above on this 7 day of November 2023.

Director Signature	David Mik Printed Name	11-July-2023 Date
Director Signature	Hilary Tigue Printed Name	11/07/2023 Date
Director Signature	Wayne Stonecipher Printed Name	11/07/2023 Date
Director Signature	Printed Name	Date
Director Signature	Printed Name	Date
Director Signature	Printed Name	Date
Director Signature	Printed Name	Date

The Secretary of the Corporation certifies that the above is a true and correct copy of the Resolution that was duly adopted at a meeting of the Board of Directors.

Secretary Signature	WayneStonecipher Printed Name	11/7/23 Date

THE PORT OF LOS ANGELES
425 S. Palos Verdes Street Post Office Box 151 San Pedro, CA 90733-0151 TEL 310-SEA-PORT portoflosangeles.org

Karen Bass | *Mayor, City of Los Angeles*

Board of Harbor Commissioners
Lucille Roybal-Allard, *President*
Diane L. Middleton, *Vice President*
Michael Muñoz, *Commissioner*
Edward R. Renwick, *Commissioner*
I. Lee Williams, *Commissioner*

Eugene D. Seroka | *Executive Director*

DATE: August 13, 2024

BID NO. F-1215 ADDENDUM NO. 1

DESCRIPTION: REPLACE MAIN COUNTERWEIGHT, AUXILIARY COUNTERWEIGHT, UPHAUL AND DOWNHAUL ROPES ON BADGER AVE. BRIDGE

BID OPENING DATE: AUGUST 20, 2024, 2:00 pm

3. EXTEND BID OPENING DATE

FROM: AUGUST 13, 2024, 2:00 PM

TO: AUGUST 20, 2024, 2:00 pm

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

For questions, please contact Leticia Caldera at lcaldera@portla.org.

Please initial here_____ and attach this addendum to your bid.

Regards,
Leticia Caldera
Management Analyst

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1215

SUBMIT BID TO :	BID DUE BEFORE 2:00 PM AUGUST 13, 2024
Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744 **OFFICE HOURS:** 7:30 a.m. – 4:30 p.m. Monday through Friday (excluding Holidays)	
Buyer: Leticia Caldera, Management Analyst (310) 732-3890	**BIDS WILL BE PUBLICLY OPENED**

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

REPLACE MAIN COUNTERWEIGHT, AUXILIARY COUNTERWEIGHT, UPHAUL AND DOWNHAUL ROPES ON BADGER AVE. BRIDGE

(This is a rebid of Bid F-1187.)

Includes removing and replacing the following wire ropes and their associated sockets, and jacking the counterweights:

- 64 EA 2-1/8" main counterweight wire rope and 112 EA sockets;
- 16 EA 1" auxiliary counterweight wire rope and 32 EA sockets;
- Uphaul and downhaul wire ropes and associated sockets

PRICES TO INCLUDE ALL CHARGES AND FEES EXCLUDING SALES TAX. "CHARGES AND FEES" INCLUDE BUT ARE NOT LIMITED TO DELIVERY, FREIGHT, SHIPPING, HANDLING, ETC.

1. 1 LOT **MATERIALS** Lot $ 1,491,800

2. 1 LOT **LABOR** Lot $ 2,392,180

REQ. NO.: E-24-0170/ 88051 NOTIFY: M. Lovato **PAGE 2**	STATE TIME OF DELIVERY:_____DAYS AFTER RECEIPT OF ORDER. TERMS_____% DISCOUNT FOR PAYMENT WITHIN _____DAYS. BIDDER MUST SIGN THIS BID ON PAGE 1. WET SIGNATURES REQUIRED.

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1215
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: AUGUST 13, 2024

ATTACHMENTS

- Wire Rope Drawings
- AREMA Wire Rope Reference
- Wire Rope Spec – Conformed Spec No. 2447
- Attachment "A" - Iran Contracting Act of 2010 Compliance Affidavit
- Form 50 – Bidder Certification
- Form 55 – Prohibited Contributors (Bidders)
- Local Business Preference Program

PRE-BID CONFERENCE. There will be a Pre-Bid Conference for all Bidders. ATTENDANCE IS NOT MANDATORY BUT RECOMMENDED.

Date: Thursday, July 25, 2024

Time: 10am

Location: Purchasing Office
500 Pier A Street, Lobby
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.

PLEASE REGISTER FOR THE PRE-BID CONFERENCE BY CALLING (310) 732-3890 ANYTIME **BEFORE** THE DAY OF THE CONFERENCE. LEAVE YOUR FULL NAME, COMPANY NAME, AND EMAIL.

BIDDER INSTRUCTIONS

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 one (1) copy 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.

ADDENDA. From time to time, the Harbor Department may deem it necessary to issue an addendum(a) to modify or cancel a Bid Request. Such addendum(a) 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(a) 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.

SUPPLIER CONTACT INFORMATION

Contact Person: David Mik

Title: President

Telephone No.: 510-337-3800

Fax No.: 510-337-3808

E-Mail Address: mik@powerengconstruction.com

24 Hour Contact No.: 415-559-0097

CONTRACTUAL TERMS

AUTHORIZED DISTRIBUTOR/DEALER. Bidder must indicate if it is an authorized factory distributor/ dealer for the manufacturer being quoted (please initial).

Yes: N/A No: N/A

If bidder is not an authorized distributor/dealer, the bidder shall submit with its Quotation a formal Letter of Certification from the manufacturer, stating that the manufacturer will honor any warranty claims by the City for equipment, parts, and/or materials provided by the bidder.

The manufacturer will be responsible for any default of the supplier that is not corrected by the supplier in a timely and efficient manner. This responsibility includes replacing incorrect or defective parts, trouble shooting, and correcting problems that are traceable to the manufacturer.

ADDITIONAL QUANTITIES. The Harbor Department requests the option to purchase additional quantities of above item(s) at the same prices, terms and conditions, providing that the total of any of the additional quantities does not exceed the total for that item, and providing that the Harbor Department exercise the option before this date or period of time: 1 year from bid date (8/20/2025).

NEW AND UNUSED. The equipment furnished shall be new and unused, current model.

WARRANTY. Terms of warranty on equipment offered. Free PARTS & SERVICE (LABOR) for defective parts and workmanship for the following period after equipment has been accepted: 1 year from installation of each component (Please specify a date or period of time.)

PERFORMANCE AND PAYMENT BONDS. Successful bidder will be required to post a Faithful Performance Bond and a Payment Bond each for 50% of the total contract price. Bonds required shall be furnished when requested by the Purchasing Officer and shall be furnished at contractor's expense. Bonds shall be placed with insurance carriers, which are rated VII, A- or better in Best's Insurance Guide. If a Best's Insurance Guide rating is not available, then the proposed carrier must meet comparable standards in another rating service satisfactory to City.

CONTRACTOR'S LICENSE. In accordance with Section 7028.15 of the Business and Professions Code, bidder must provide the following information:

Contractor's License No.: 488215

Class: A / B / HAZ Expiration Date: 03/31/2026

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION.
ALL CONTRACTORS MUST HAVE A CONTRACT REGISTRATION NUMBER THROUGH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS.

A CONTRACTOR AND SUBCONTRACTOR MAY NOT SUBMIT A BID PROPOSAL FOR PUBLIC WORKS PROJECTS UNLESS REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. BID PROPOSAL WILL BE DEEMED NON-RESPONSIVE.

The prevailing rate of per diem wages and rates for legal holidays and overtime work for each craft, classification or type of workers needed in the execution of any contract to let under the Specifications has been determined by the Director of the Department of Industrial Relations (DIR) of the State of California pursuant to the provisions of the Labor Code of the State of California. The State of California has approved the City's Labor Compliance Program of enforcement of State prevailing wage laws and will allow the City to retain all penalty assessments for violation of these laws.

Pursuant to notice requirements effective January 1, 2015, all contractors and subcontractors must register with and meet requirements of the State of California DIR using the online application before bidding on the public works contracts in California. For the online application, visit http://www.dir.ca.gov/Public-Works/PublicWorks.html.

a. No contractor or subcontractor may be listed on a bid proposal for a public works projects unless registered with the DIR pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1[a]).

b. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.

c. The Project is subject to compliance monitoring and enforcement by the DIR.

PREVAILING WAGES

a. The Contractor shall pay the general prevailing rate of per diem wages and rates for legal holiday and overtime work currently being paid in the area where the work is being performed.

b. Pursuant to the provisions of the Labor Code of the State of California, the general prevailing rate of wages for each craft, classification or type of workers needed in the execution of contracts under the jurisdiction of the Board, shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. Copies of the applicable Determinations may be obtained at or by request to the Department.

c. When the Contractor has been determined to be in violation of Section 377 of the City Charter making applicable the provisions of the California Labor Code relating to the payment of not less than the prevailing per diem wages on public works, deductions may be made from moneys due or to become due the Contractor in the amount of twice the difference between such stipulated prevailing rates, and the amount paid to each wage worker for each Calendar Day, or part thereof, for which each worker was paid less than the stipulated prevailing wage rate.

d. The Contractor shall also comply with Section 1775 of the Labor Code providing for a penalty per day as determined by the Labor Commissioner for each Calendar Day, or part thereof, for which each worker was paid less than the prevailing wage.

e. Contractor and subcontractors shall keep an accurate record showing the names and occupations of all workers employed by them in connection with any work done under the Contract, and the per diem wages paid to each of such workers, and shall keep such record open at all reasonable hours to the inspection of the Board and to the State Division of Labor Law Enforcement. The Contractor in all other respects shall comply with Section 1776 of the Labor Code.

f. No later than the end of the workday following the day on which work was performed by the Contractor, or any subcontractor, the Contractor and applicable subcontractor(s) shall complete and furnish the Contractor Daily Field Report, included as Subsection 71 of this Section, to the Inspector. When work has been performed, the Contractor shall submit a form regarding all employees and equipment at the jobsite on the workday, and the Contractor shall submit a separate form for each subcontractor regarding each subcontractor's employees and equipment at the jobsite on the workday. Each field report shall:

    1. Identify the Project title, Specification number, name of the Contractor or subcontractor, and date on which the work was performed.

    2. Show the names of the workers and identify their applicable company affiliation (Prime Contractor, subcontractor, supplier, or vendor).

    3. Show the labor classification for each worker. If worker is an operating engineer or teamster, the Contractor or subcontractor must indicate which piece of equipment was operated by the worker.

4. Show the Start Time and End Time for the worker listed, as well as the total hours worked by the worker on the workday.

5. Show the type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable, utilized on the workday.

6. Contain the printed name and title for the Contractor or subcontractor representative, and shall be dated and signed by same.

g. Contractor shall submit the original (wet signature by Contractor or subcontractor) to the Inspector for review. If additional space is needed, a second form, with pages numbered accordingly, can be completed.

h. The Inspector will compare the Inspector's records with the report submitted by the Contractor, discuss any apparent discrepancies with the Contractor, and reconcile the report (and have it re-submitted, if necessary). Once the report is agreed upon by the Contractor and Inspector, the Inspector prints his/her name on the report and dates and signs the report. Each party shall retain a copy of the report signed by both parties.

i. Certified payrolls from the Contractor and all subcontractors shall by submitted to the City weekly through the Department of Public Works Bureau of Contract Administration's Online Certified Payroll System (OCPS) and shall be accompanied by a Statement of Compliance, signed electronically on OCPS by the Contractor or the Contractor's agent attesting that the payrolls are correct and complete and the wage rates contained therein are not less than those set by the applicable wage determinations incorporated into the Contract. The City reserves the right to reject incomplete payroll reports and request re-submittal of complete reports.

WAGE AND EARNING ASSIGNMENT ORDERS/NOTICES OF ASSIGNMENTS

a. The Contractor and its subcontractors shall comply with all applicable state and federal employment reporting requirements for the Contractor's and/or subcontractor's employees.

b. The Contractor and/or subcontractor shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally. The Contractor or subcontractor shall comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§5230 et. seq. The Contractor or subcontractor shall maintain such compliance throughout the term of the Contract.

Prime Contractor State of California DIR Registration No.: 1000007181

Subcontractor State of California DIR Registration No.: N/A; no subcontractors

Subcontractor State of California DIR Registration No.: _____

(Attach additional sheets if necessary)

DIR REPORTING LABOR CLASSIFICATIONS

PRIME CONTRACTOR:

Please indicate which Labor Classification(s) will be used for Payroll Reporting:

☐ ASBESTOS	☐ BOILERMAKER	☐ BRICKLAYERS	☒ CARPENTERS
☐ CARPET/LINOLEUM	☐ CEMENT MASONS	☐ DRYWALL FINISHER	☐ DRYWALL/LATHERS
☐ ELECTRICIANS	☐ ELEVATOR MECHANIC	☐ GLAZERS	☐ IRON WORKERS
☐ LABORERS	☐ MILLWRIGHTS	☒ OPERATING ENG	☐ PAINTERS
☒ PILE DRIVERS	☐ PIPE TRADES	☐ PLASTERERS	☐ ROOFERS
☐ SHEET METAL	☐ SOUND/COMM	☐ SURVEYORS	☐ TEAMSTER
☐ TILE WORKERS			

SUBCONTRACTOR:

Please indicate which Labor Classification(s) will be used for Payroll Reporting:

☐ ASBESTOS	☐ BOILERMAKER	☐ BRICKLAYERS	☐ CARPENTERS
☐ CARPET/LINOLEUM	☐ CEMENT MASONS	☐ DRYWALL FINISHER	☐ DRYWALL/LATHERS
☐ ELECTRICIANS	☐ ELEVATOR MECHANIC	☐ GLAZERS	☐ IRON WORKERS
☐ LABORERS	☐ MILLWRIGHTS	☐ OPERATING ENG	☐ PAINTERS
☐ PILE DRIVERS	☐ PIPE TRADES	☐ PLASTERERS	☐ ROOFERS
☐ SHEET METAL	☐ SOUND/COMM	☐ SURVEYORS	☐ TEAMSTER
☐ TILE WORKERS			

(Attach additional sheets if necessary)

INSURANCE REQUIREMENTS

INDEMNIFICATION AND INSURANCE

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, Vendor 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 Vendor'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 Purchase Order by Vendor 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 Purchase Order and those allowed under the laws of the United States, the State of California, and the City.

Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Vendor's insurance documents. KwikComply is the City's online insurance compliance system, designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The advantages of KwikComply include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. Vendor's insurance broker or agent shall obtain access to KwikComply at https://kwikcomply.org/ and follow the instructions to register and submit the appropriate proof of insurance on Vendor's behalf.

Policy Copies

Upon request by City, Vendor must furnish copy of binder of insurance and/or full certified policy of any insurance policy required herein. Such request may occur outside of termination and/or expiration date of this contract.

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.

If the Vendor maintains higher limits than the minimums shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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.

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 contract with the City of Los Angeles Harbor Department. For each contractually required insurance, the Vendor shall give to the Board of Harbor Commissioners a 10-days prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-days prior notice of cancellation or reduction in coverage for any other reason, by written notice via registered mail and addressed to the City of Los Angeles Harbor Department, Attention: Risk Manager and the City Attorney's Office, 425 S. Palos Verdes Street, San Pedro, California 90731.

RENEWAL

When an existing policy is timely renewed, you are encouraged to submit your renewal policy as soon as it is available to KwikComply. 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.

Vendor 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 below:

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.

General Liability Insurance

Vendor shall procure and maintain in effect throughout the term of this Purchase Order, 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 Five Million Dollars ($5,000,000.00) combined single limit for injury or claim. 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 the Harbor Department shall be excess of Vendor's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said 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.

Where Vendor's operations involve work within 50 feet of railroad track, Vendor's Commercial General Liability coverage shall also have the railroad exclusion deleted.

Auto Liability Insurance

Vendor shall procure and maintain at its expense and keep in force at all times during the term of this Purchase Order, 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 Consultant's normal limits of liability but not less than Five Million Dollars ($5,000,000.00) 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. 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.
Where City owned vehicles are in the custody of the Vendor for towing or hauling, Vendor shall additionally procure and maintain On-Hook Liability insurance, subject to the same terms as noted above. As a minimum, such coverage shall include, but not be limited to damage for: Collision, Fire, Theft, Explosion and Vandalism.

Where City owned vehicles are in the custody of the Vendor for safekeeping, storage and repair, Vendor shall additionally procure and maintain Garagekeepers Legal Liability insurance in the amount of $1,000,000, subject to the same terms as noted above.

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 Vendor shall comply with such provisions before commencing the performance of the tasks under this Purchase Order. 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.

Professional Liability

Vendor is required to provide Professional Liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this Purchase Order. This insurance shall protect against claims arising from professional services of the insured, or by its employees, agents, or contractors, and include coverage (or no exclusion) for contractual liability.

Vendor certifies that it now has professional liability insurance in the amount of Five Million Dollars ($5,000,000.00), which covers work to be performed pursuant to this Purchase Order and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following the completed term of the Agreement.

Notice of occurrences of claims under the policy shall be made to the City Attorney's office with copies to Risk Management.

Ocean Marine Liability

Vendor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connections with Vendor's operations. The cost of the insurance shall be borne by Vendor. The coverage shall be 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). Coverage shall include, but not be limited to:

(i) Hull and machinery coverage up to the value of the vessel(s);

(ii) Protection and Indemnity coverage with combined single limits of Five Million Dollars ($5,000,000.00) per occurrence for bodily injury, illness, death, loss of or damage to the property of another, and Jones Act risks or equivalent thereto internationally.

(iii) Ship repairers' legal liability to cover loss, damage or expenses to any property temporarily in the Consultant's care, custody or control.

Coverage shall contain a defense of suits provision and a severability of interest clause. Each policy shall also contain 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.

INITIAL HERE ACKNOWLEDGING INSURANCE REQUIREMENTS:

_____ (initial)

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

NO WORK MAY BE PERFORMED WITHOUT SUCH WRITTEN AUTHORIZATION TO PROCEED.

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 AND 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.

REMOVAL, CLEANUP, AND DEMOBILIZATION. Upon completion of the Contracted Work, the CONTRACTOR shall remove all of its tools, materials and other articles from the property of the CITY. Should the CONTRACTOR fail to take prompt action to this end, the CITY, at its option and without waiver of such other rights as it may have, upon thirty (30) calendar days' notice, may treat such items as abandoned property. The CONTRACTOR shall also sweep all floors broom clean, clean all exterior and interior surfaces and windows and remove all rubbish and debris resulting from the Contracted Work and shall maintain the Jobsite in a clean, orderly and safe condition at all times until completion of the physical.

Throughout all phases of construction, including suspension of work, and until the Final Acceptance, the CONTRACTOR shall keep the site clean and free from rubbish and debris. The CONTRACTOR shall also abate dust nuisance by cleaning, sweeping and sprinkling with water, or by other means as necessary. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.

Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the CONTRACTOR'S Bid.

Failure of the CONTRACTOR to comply with the City of Los Angeles Harbor Department Project Manager (PM) cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

SCHEDULE. The Bidder awarded the contract shall prepare and submit to the Construction and Maintenance Division five (5) copies of the bidder's Construction Baseline Schedule (the Schedule) within fourteen (14) calendar days after issuance of the Purchase Order. The Schedule shall show the dates on which each part or division of the work is expected to be started and completed, and shall show all submittals which constrain any work activity, allowing a minimum of twenty-one (21) calendar days for the Project Manager's review of each submittal unless a longer period of time is specified elsewhere in these contract documents. The bidder shall also submit a separate listing of all submittals required under the contract, showing when each submittal will be submitted. The work activities making up the schedule shall be of sufficient detail to assure that adequate planning has been done for the proper execution of the work and such that, in the sole judgment of the Construction and Maintenance Division it provides an appropriate basis for monitoring and evaluating the progress of the work. Submittal and approval of the schedule in accordance with the requirements of this section is a condition precedent to the receipt of any payments from the City of Los Angeles under this contract.

The schedule shall show the sequence, duration, and interdependence of activities required for the complete performance of all work. The schedule shall begin with the date of issuance of the Purchase Order and conclude with the contract completion date based on the completion time allowed in the contract.

SITE CONDITIONS. Contractor shall report to Project Manager, prior to the Bid, any adverse condition(s), which would affect the proper execution of the Contracted Work and shall not proceed until instructed by the Project Manager. Except as provided elsewhere in request for bid, failure to report any such conditions shall constitute acceptance of all site conditions, and any required removal, repair, or replacement caused by unsuitable conditions shall be performed by the Contractor at its sole cost and expense.

JOB CONDITIONS. The Contractor shall determine the nature and types of work to be performed, ascertain all conditions affecting construction procedure and sequencing of Work operations in the execution of the Work, including condition of available roads and streets, or clearances, restrictions and other limitations affecting transportation and ingress and egress to the job site. This determination must be made during the Bidding Period with any costs and impact included within the Bid.

FAMILIARITY WITH PLANS AND SPECIFICATIONS. It shall be the responsibility of the Contractor to be thoroughly familiar will all details of the Project, including the work of the Contractor's forces and all Subcontractors. The Contractor shall call the following to the attention of City of Los Angeles Harbor Department Representative in writing within twenty-four (24) hours of discovery, before any Work is performed:

1) Errors and omissions in the Plans and Specifications, including, but not limited to, code violations, typographical errors and notational errors where ambiguity or inadequate description exists;

2) Work on the Plans or in the Specifications which, if so constructed, would result in a conflict of interference with other Work or the Work of other trades, including the location of fixtures and equipment;

3) Existing improvements visible at the job site, for which no existing disposition is made on the Plans or in the Specifications, but which could reasonably be assumed to interfere with the satisfactory completion of the improvements contemplated by the Plans and Specifications.

Failure to notify shall constitute a waiver by the Contractor of any claim for delay or other damages occasioned by such defect. If the Contractor proceeds with the Work without instructions from the City of Los Angeles Harbor Department Representative, the incorrect Work shall be removed and corrections made to comply with the City of Los Angeles Harbor Department Representative's instructions, at no cost to the City.

ACCURACY OF PLANS AND SPECIFICATIONS. Omissions from the Plans and Specifications shall not relieve the Contractor from the responsibility of furnishing, making, or installing all items required by law or usually furnished, made, or installed in a project of the scope and character indicated by the Plans and Specifications.

The Plans show conditions as they are supposed or believed by the City of Los Angeles Harbor Department Project Manager (PM) to exist, but it is not intended or to be inferred that the conditions as shown thereon constitute a representation or warranty, expressed or implied, by the City or its officers, that such conditions are actually existent, nor shall the City, or any of its officers, be liable for any loss sustained by the Contractor as a result of any variance between conditions as shown on the Plans, and the actual conditions revealed during progress of the Work or otherwise, except as indicated in "Differing Site Conditions" of these General Conditions.

SCOPE. The work to be performed under this Contract shall consist of furnishing all tools, equipment, materials, supplies and manufactured articles, all transportation, services, including fuel, power and water, and essential communications, and the performance of all labor, Work, required calculations testing, inspections or operations, or operations required for the fulfillment of the Contract, in strict accordance with the specifications, schedules, and Plans, all of which are made a part hereof, and including such detail sketches as may be furnished by the City of Los Angeles Harbor Department Project Manager (PM) from time to time during the construction in explanation of said Plans. The Work shall be complete and all material, and services incidentals, quality or not specifically called for quality and conditions noted, in the Specifications, or not shown on the Plans, which may be necessary for complete and proper construction to carry out the Contract in good faith and a satisfactory manner shall be performed, furnished, and installed by the Contractor at no increase in cost to the City.

LENGTH OF WORKDAY AND WORK WEEK. Eight (8) hours of labor shall constitute a calendar day's work for employees of the Contractor under this Contract. Said employees shall be paid no less than the prevailing wage rate for the first eight (8) hours work of each day.

Unless noted elsewhere in the Contract documents, a working day shall be Monday through Friday, and work shall be between 7:00 a.m. and 4:00 p.m., unless otherwise approved by the City of Los Angeles Harbor Department Project Manager (PM) or the Board or revised by City Ordinance.

When work in excess of eight (8) hours per day, or forty (40) hours during any one (1) week is performed, wages for all hours over eight (8) hours in any day or over forty (40) hours during any one (1) week shall be paid at the prevailing wage rate, as required by City, state and federal requirements.

PERMITS. The Contractor shall obtain and pay for all permits necessary for performance of the Work. Within thirty (30) calendar days after the Notice to Proceed, the Contractor shall obtain and pay all costs incurred and submit to the City of Los Angeles Harbor Department Project Manager (PM) copies of all permits required for the construction and installation of all Work called for on this project.

CONTRACTOR'S OBLIGATIONS. Only competent workers shall be employed on the Work. Any person employed who is found by the City of Los Angeles Harbor Department Project Manager (PM) to be incompetent, disorderly or otherwise objectionable, or who fails or refuses to perform Work properly, acceptably and as directed shall be immediately removed from the Work by the Contractor and not be reemployed on the Work.

If, at any time before the commencement or during the progress of the Work or any part of it, the Contractor's methods or appliances appear to the City of Los Angeles Harbor Department PM to be unsafe, inefficient, or inadequate for securing the safety of the workers, the quality of the Work required, or the rate of progress stipulated, the City of Los Angeles Harbor Department PM may order the Contractor to increase their safety and efficiency or to improve their character, and the Contractor shall comply with such orders at its own expense. Neither the making of such demands by the City of Los Angeles Harbor Department PM nor the failure to make such demands shall relieve the Contractor of its obligation to secure the safe conduct of the Work, the quality of Work required, and the rate of progress stipulated in the Contract. The Contractor shall be fully responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

Where articles or materials are especially manufactured or fabricated for delivery under these specifications, the Contractor shall at all times employ such workforce, plant, materials, and tools as will be sufficient to complete the performance of the Contract and every part thereof within the time limits stipulated herein. If the Contractor fails to employ sufficient workforce, plant, materials, tools, or to maintain adequate progress, the City of Los Angeles Harbor Department PM may require an increase in progress at any point or points or a modification of Plans and procedure in such a manner as to accelerate the Work. Failure to adequately staff the project shall be just cause for the City to terminate the Contract.

CONTRACTOR'S REPRESENTATIVE AT THE SITE. A technically qualified and English-speaking project representative shall be designated in writing as the Contractor's Representative at the job site, who shall supervise the Work and shall provide competent supervision of the Work until its completion.

The City of Los Angeles Harbor Department Project Manager (PM) reserves the right to disapprove any candidate named as the Contractor's Representative or alternate who fails to meet the provisions set forth herein. The City of Los Angeles Harbor Department PM reserves the right to remove, without any right to work on the project, either the Contractor's Representative or alternate, who in the sole opinion of the City of Los Angeles Harbor Department PM, has demonstrated incompetence, lack of ability, or other unsuitability to perform supervision of the Work.

If the Contractor's Representative or alternate leave the employ of the Contractor, the Contractor will be required to replace the individual(s) and fulfill the requirements of this Article within fifteen (15) calendar days. In no event shall any Work proceed in the absence of an approved representative.

All directions given by the City of Los Angeles Harbor Department PM to said representative or alternate shall be considered as having been given to the Contractor.

WORKMANSHIP AND MATERIALS. All materials, parts and equipment furnished by the Contractor for the Work shall be new, high grade and free from defects. Materials and work quality shall be subject to the City of Los Angeles Harbor Department Project Manager (PM) approval.

INJURY AND ILLNESS PREVENTION – SAFETY MEASURES. Safety is the responsibility of the Contractor. The Contractor shall observe and comply with the safety provisions of all applicable laws, building and construction Codes, safety and health regulations of the California Code of Regulations, and with applicable City Safety Policies.

Every employer (Prime Contractor and/or Subcontractor) employed on the Project shall establish, implement, and maintain an effective Injury and Illness Prevention Program in accordance with Section 3203 of the General Industry Safety Orders.

Each Contractor/Subcontractor shall make the applicable Injury and Illness Prevention Program specific for site conditions and type of Work to be performed on the Project.

Each prime Contractor and Subcontractor working on the Project shall make its Injury and Illness Prevention Program available to the City of Los Angeles Harbor Department Project Manager (PM) prior to beginning any Work on the Project.

If a work procedure or site condition creates an immediate hazard to the health or safety of the public, City employees, property, or a licensee, the City may suspend all work on the project. Without prior notice, the City may also correct such hazardous conditions using other forces or contractors, at the Contractor's sole expense. Any delays or impacts arising on the Work as a result of such an emergency shall be at the sole expense of the Contractor with no time extension, additional reimbursement for extended overhead, or interest on monies due, allowed for the Contractor.

First aid facilities and supplies shall be kept and maintained by the Contractor at the site of the Work.

The Contractor shall cause all persons within the construction area to wear protective helmets. In addition, all employees of the Contractor and its Subcontractors shall be provided with, and required to use, personal protective and lifesaving equipment set forth in California Construction Safety Orders and the OSHA Safety and Health Standards for Construction.

NON-CONFORMING WORK. Except as set forth in this Article, all non-conforming Work and materials, in place or not, shall be removed immediately from the site or corrected to conform to all requirements of the Contract Documents, by the Contractor, at the sole expense of the Contractor.

If the Contractor fails to remove, replace or correct any non-conforming Work or materials within seventy-two (72) hours of discovery, the City of Los Angeles Harbor Department Project Manager (PM) may cause such Work or materials to be removed and replaced. Such removal and replacement shall be at the sole expense of the Contractor with no entitlement to time extensions, additional reimbursement, extended overhead, or interest on monies due. In addition, all such cost shall be deducted from any amounts that are due or may become due to the Contractor.

Failure of the City of Los Angeles Harbor Department PM to notify the Contractor of any non-conforming Work shall not constitute acceptance of any non-conforming Work. The Contractor's obligation to remove, replace or correct any non-conforming Work, whenever discovered, shall continue to the end of the guaranty-warranty period. The City reserves and retains all rights and remedies at law against the Contractor and their Surety for correction of any and all latent defects discovered after the guaranty-warranty period.

Any delays or impacts arising on the Work as a result of construction, fabrication or delivery of non-conforming work or materials shall be at the Contractor's sole expense, with no time extension, additional reimbursement for extended overhead, or interest on monies due allowed.

Examination of covered Work may be ordered by the City of Los Angeles Harbor Department PM for any reason. The Work shall be uncovered by the Contractor and if such Work is found to be in accordance with the Contract Documents, the City will issue a Change Order authorizing payment for the cost of examination and replacement. If such Work is found to be not in conformance with the Contract Documents, the Contractor shall correct the non-conforming Work and the cost of examination and correction of the non-conforming Work shall be borne solely by the Contractor.

Failure of the Contractor to comply with the requirements of this Article shall constitute default of the Contract by the Contractor and the City may terminate the Contract.

NOTIFICATION OF HAZARDOUS SUBSTANCES. The existing facilities or Jobsite may contain asbestos, PCBs, corrosives, carcinogens, or other hazardous materials. Should the Contractor or any of its Subcontractors, while performing Work on or in the vicinity of existing facilities, unexpectedly encounter any material identified in the California Code of Regulations, Title 8, as a hazardous material not shown on the Plans or addressed in the specifications, or have reason to believe that any other material encountered may be a hazard to human health and safety and/or the environment, the Contractor shall stop the Work, cordon off the affected area to secure entry, and shall immediately notify the City of Los Angeles Harbor Department Project Manager (PM). Removal and disposal of the hazardous material not shown on the Plans or addressed in the specifications, if the City of Los Angeles Harbor Department PM deems it necessary, will be done by and at the expense of the City. The City will provide the Contractor, upon request, with copies of Safety Data Sheets (SDS) covering hazardous materials identified by the Contractor that are encountered in existing facilities during the course of the Work and that are not removed by the City.

In the event that the Contractor is delayed in the completion of the Contract solely because of such hazardous materials or conditions not previously identified in the Contract Documents, the Contractor shall be entitled to an extension of time.

For new construction Work and for all Contractor furnished supplies and equipment that may contain hazardous materials, the Contractor shall develop and implement a written Hazard Communication Program for its employees in accordance with the California Code of Regulations. The Contractor's basic written Hazard Communication Program shall be submitted to the City of Los Angeles Harbor Department PM prior to the start of Work at the site, and shall be revised and kept current as required by the continuing progress of the Work. The Contractor's Hazard Communication Program shall also include the SDS for all hazardous materials the Contractor will be using at the facility. All provisions concerning SDS for hazardous materials shall be met before the hazardous material is delivered to the site.

The City of Los Angeles Harbor Department PM shall be provided with three (3) copies of the Contractor's written Hazard Communication Program, Contractor provided SDS, and all revisions and modifications thereto.

The Contractor and Subcontractors shall comply with all State and Federal statutes and regulations on training, handling, storage, public notification, and disposal of hazardous materials and hazardous wastes. In the event that the Contractor or its Subcontractors spills or releases hazardous materials, the Contractor shall immediately notify the City of Los Angeles Harbor Department PM and any required agencies of the spill or release, and the Contractor shall stop the Work, and cordon off the affected area to secure entry. Removal and disposal of the hazardous material, if the City of Los Angeles Harbor Department PM deems it necessary, will be done by the City at the Contractor's expense. Further, the Contractor shall notify the City of Los Angeles Harbor Department PM when hazardous materials are brought on-site and when hazardous materials and hazardous wastes are removed from the site. Hazardous Materials brought on site shall be accompanied by four (4) copies of SDS, which shall be provided to the City of Los Angeles Harbor Department PM before such materials are unloaded.

SHOP DRAWING / SUBMITTALS. The CONTRACTOR shall furnish a schedule and list of all required submittals to the City of Los Angeles Harbor Department Project Manager (PM), including required submittals by all Subcontractors.

Wherever called for in these Specifications or on the plans, or where required by the City of Los Angeles Harbor Department PM, the CONTRACTOR shall furnish to the City of Los Angeles Harbor Department PM for review, ten (10) copies of each submittal. The term "submittal" as used herein shall be understood to include detail design calculations, design drawings, shop drawings, fabrication and installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, samples, and similar items. Unless otherwise required, said submittals shall be submitted to the City of Los Angeles Harbor Department PM at a time sufficiently early to allow review of same by the City of Los Angeles Harbor Department PM and to accommodate the rate of Construction Progress required under the Contract without delaying the Contract Work and with due regard for the possibility of resubmittals. All submittals shall be in English.

All design or shop drawings or other submittals shall be accompanied by the standard "CONTRACTOR'S SUBMITTAL TRANSMITTAL" form. This form may be obtained in quantity from the City of Los Angeles Harbor Department PM at reproduction cost. Any submittal not accompanied by such a form, or where all applicable items on the form are not completed, or are incorrectly completed, may be returned, at the City of Los Angeles Harbor Department PM discretion, for resubmittal.

Shop Drawings shall show in detail the size, sections, and dimensions of all the member(s); the arrangement and construction of all connections and joints; all holes, straps, and other fittings required for attaching work and other pertinent details. When required, engineering computations shall be submitted. The CONTRACTOR shall be responsible for delivering reviewed copies of shop Drawings to all others whose work is dependent thereon. The CONTRACTOR shall maintain at the site of the Project, at all times, a complete file of approved Shop Drawings and manufacturers' data for this Project.

All CONTRACTOR submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR prior to submission to the City of Los Angeles Harbor Department PM. Each submittal shall

be dated, signed, and certified by the CONTRACTOR as being correct and in strict conformance with the Contract Documents. No consideration for review by the City of Los Angeles Harbor Department PM of any CONTRACTOR'S submittal will be made for any items which have not been so certified by the CONTRACTOR. All noncertified submittals will be returned to the CONTRACTOR without action taken by the City of Los Angeles Harbor Department PM, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.

The City of Los Angeles Harbor Department PM review of CONTRACTOR'S submittal shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions and conformance to the Specifications. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in the submittal. Any fabrication or other work performed in advance of the receipt of accepted submittals shall be entirely at the CONTRACTOR'S risk and expense. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.

CONTRACTOR'S Submittals: CONTRACTOR'S submittals required for performance of Contracted Work, shall include, but are not limited to, the following:

Contract Price (Cost Breakdown)

Construction Schedule and Notification to City of Los Angeles Harbor Department PM of completion of each milestone or percentage increment of the Work as required.

Submittal Schedule

Daily Construction Reports

Shop Drawings and Structural Calculations.

Manufacturer's Data and Specifications.

Samples

Templates

Certificate of Compliance

Construction Photographs

Substitutions

Record Drawings and Record Project Manual

Operation & Maintenance Manuals

Stock Materials, Spare parts, tools

Material Testing Results

Daily Statements of cost-plus percentage Change Order

[Survey grade sheets]

Copies of Notice-To-Correction or Notice of Non-Compliance from governing authorities.

Maintenance Logs and Maintenance Schedule.

Administrative Submittals include, but are not limited to the following:

Permits

Request for Payments

Performance and Payment Bonds

Insurance Certificates

List of Subcontractors and proof of qualifications

Hazardous Communication Program.

Certified weekly payroll records.

Ethnic Composition of Work Force Report.

Third Party Testing Agency

CONTRACTOR shall conform to the provisions of the Contract Document and as may be specifically directed by the Consultant or the City of Los Angeles Harbor Department PM.

Preparation and processing of submittals shall be coordinated with Contracted Work operations, which includes fabrication, purchasing and delivery of work items so as not to delay Contracted Work operations.

In each copy of the Submittal, mark every applicable material, product, equipment, manufacturer's data, product information, color samples, rating or values, part and model numbers, etc. by red color circle. Each of the submittal items must be clearly distinguishable from other unrelated or similar items listed in the Manufacturer's Catalog or Technical Specifications, Manuals, etc.

Coordination and Submittals:

Carefully review and coordinate all aspects of each item being submitted.

Carefully review contract drawings and technical sections, verify all work as laid out or indicated meeting the applicable codes and standards.

Ensure ample time for reviewing and processing of the submittals by the CITY or other authorized agencies, delays resulting from improper and untimely submittals shall be the responsibility of the CONTRACTOR.

Verify all site conditions and provide all required dimensions and measurements in Shop Drawings.

Where necessary, review the CITY'S comments, make changes and resubmit to local governing agencies for approval. Furnish the City of Los Angeles Harbor Department PM copies of the approved plans or drawings for review.

TECHNICAL CORRECTIONS. The Executive Director or designee is authorized to make minor technical corrections or clarifications in order to effectuate the intent of this contract/bid.

QUALIFICATIONS AND REFERENCES

Provide a narrative describing your company's qualifications to perform the project work, including past (relevant) experience and at least three client references, with contact names and information. Include information regarding your company's experience involving the size and level of complexity of the proposed project/contract.

Why are you qualified?

Power Engineering Construction Co. specializes in complex marine and civil structures, offering value through self-performing most work using our own employees and equipment. Our experienced crews excel in tasks such as dock construction, pile driving, commercial diving, heavy lift services, structural concrete, steel erection, and deep excavation. We have extensive experience with marine infrastructure projects, including bridge retrofits, crane demolitions, and heavy lifting in sensitive environmental areas around the Bay Area, and Southern California including the POLA Main Channel, and Newport Bay. Our large fleet of heavy marine equipment and cross-trained crews ensure quality, cost control, and safety. We comply with CEQA, CSLC, CDP, and RWQCB guidelines, and focus on delivering projects on-time and within budget.

Reference #1

Company Name: Orange County Public Works

Contact Person: Robert Sanchez

Contact Phone: 714-474-7898

Contact E-mail: Robert.Sanchez@ocpw.ocgov.com

Reference #2

Company Name: Gilbane Federal

Contact Person: Sarah Cline

Contact Phone: 925-658-1709

Contact E-mail: SCline@Gilbaneco.com

Reference #3

Company Name: Port of Oakland

Contact Person: Dennis Ho

Contact Phone: 510-627-1529

Contact E-mail: dho@portofoakland.com

DELIVERY

DELIVERY. Delivery is requested **within 30 weeks** after vendor receives order. If this time cannot be met, show in the space provided on the Bid Sheet the best delivery time you can guarantee. The Harbor Department reserves the right to make award based on delivery time quoted.

DELIVERY POINT. Prices to include all delivery charges, F.O.B. Harbor Department, Construction & Maintenance Division, 500 Pier A Street, Wilmington, CA 90744.

FINANCIAL TERMS

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.

SALES TAX PERMIT. Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: 097-091761.

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.

VENDOR PAYMENT. Please note: Vendor 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:

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1215
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: AUGUST 13, 2024

REMIT TO: NAME: Same as bid name and address.

ADDRESS: _____

_____

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.

TIME AND MATERIALS WITH NO FIXED FEE. All invoices with payments for time and materials must be supported by time sheets.

NOTE: Those invoices with fixed fee rates do not require time sheets.

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, (844) 663-4411, 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.

BTRC/BTRC Exemption Number: 0003323317-0001-3.

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.

SELECTED BIDDER SHALL PROVIDE A COPY OF THE COMPANY'S W-9 FORM.

THERE IS A CALIFORNIA STATE TAX WITHOLDING REQUIREMENT FOR OUT-OF-STATE VENDORS. IF THE W-9 FORM INDICATES AN ADDRESS OUTSIDE OF CALIFORNIA, A TAX WITHHOLDING FORM SHALL BE REQUIRED.

GENERAL RULES AND REGULATIONS

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

Bidders must submit CEC Forms 50 and 55 (provided as attachments) to the awarding authority at the same time the response is submitted. The forms require 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 completed CEC Forms 50 and 55 shall be deemed nonresponsive. Bidders 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.

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.

Vendors who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any bid for goods, materials, supplies, and related services valued in excess of $150,000. The preference will be applied by calculating the bidder's price at 8% less than the quoted price. The Harbor Department will use the applied preference for bid tabulation only. Actual amount paid to the lowest bidder will be the price quoted by the lowest bidder meeting specifications.
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.

REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT (RAMP). **PRIOR TO BEING AWARDED A CONTRACT** with the Harbor Department, all vendors must be registered on the City's Contracts Management and Opportunities Database, Regional Alliance Marketplace for Procurement (RAMP), at http://www.RAMPLA.org.

Respondents are advised, pursuant to Executive Directive 35, if a bidder is selected and awarded a contract, and if the vendor is a for-profit company or corporation, the vendor shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: vendor's and any subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor Information"). On an annual basis, the vendor shall further request that any subcontractor input or update its business profile, including the vendor/subcontractor information, on RAMP or via another method prescribed by City.

Vendors who are already registered may look up their RAMP ID at https://www.rampla.org/s/regional-profiles.

RAMP ID Number: 106798

IRAN CONTRACTING ACT OF 2010. 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 submitting bids 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)). In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting bids for, entering into, or renewing contracts with the Harbor Department 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 (See Attachment A).

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.

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.

STORM WATER POLLUTION PREVENTION PLAN, SWPPP. All work performed under any resulting contract within the Port of Los Angeles, as applicable, must be in accordance with the California Storm Water Best Management Practices (BMP) Handbooks. These practices prohibit the placement of any waste material resulting from the contractor's performance of work into the storm drain system as required by the City of Los Angeles Storm Water Pollution Prevention Plan (SWPPP) for Public Agency Activities.

A copy of the BMP Handbooks for 1) Construction 2) Industrial/Commercial and 3) Municipal Activities are

available for review in the office of the Director of Environmental Management, 425 S. Palos Verdes Street, San Pedro, California 90731.

ENVIRONMENTAL MANAGEMENT SYSTEM. The Los Angeles Harbor Department (Port) is committed to managing resources and conducting Port development and operations in both an environmentally and fiscally responsible manner. The Port will strive to improve the quality of life and minimize the impacts of its development and operations on the environment and surrounding communities through the continuous improvement of its environmental performance and the implementation of pollution prevention measures, in a feasible and cost-effective manner that is consistent with the Port's overall mission and goals, as well as with those of its customers and the community. To ensure this policy is successfully implemented the Port will develop an environmental management program that will:

1. Ensure this environmental policy is communicated to Port staff, its customers, and the community;
2. Ensure compliance with all applicable environmental laws and regulations;
3. Ensure environmental considerations are included in planning, property, financial, developmental, and operational decisions, including feasible and cost-effective options for exceeding applicable requirements;
4. Define and establish environmental objectives, targets, and best management practices and monitor performance;
5. Ensure the Port maintains a Customer Outreach Program to address common environmental issues; and
6. Fulfill the responsibilities of each generation as trustee of the environment for succeeding generations through environmental awareness and communication with employees, customers, regulatory agencies, and neighboring communities.

The Port is committed to the spirit and intent of this policy and the laws, rules and regulations, which give it foundation.

COMPLIANCE WITH LAWS. Vendor shall comply with all applicable Ordinances, laws, Rules and Regulations of the City and of any County, State or Federal Government, or subdivision thereof. This applies even though such requirements may not be specifically mentioned in the Specifications or shown on the Plans.

DEFAULT BY SUPPLIER. In case of default by Vendor, 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.

TECHNICAL CORRECTIONS. The Executive Director or designee is authorized to make minor technical corrections or clarifications in order to effectuate the intent of this contract/bid.

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

N/A

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1215
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: AUGUST 13, 2024

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**. Vendor may request in writing that specifications be modified if its provisions restrict vendor from bidding. Such request must be received by the Director of Contracts and Purchasing at least five (5) working days before bid opening date. All vendors 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. Vendor 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 vendor. The City may make combined award of all items complete to one vendor or may award separate items to various vendors. Vendors 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. **DELIVERY:** If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of Contracts and Purchasing immediately. Do not make delivery without his approval. Any correspondence, other than invoices, relating to this order must be sent to the Director of Contracts and Purchasing.

10. **INSPECTION:** All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrued charges.

11. **INVOICING:** The point of free delivery, terms, contract number, name and address of department must appear on all invoices.

    All materials must be marked and tagged with the Contract number and be accompanied by packing list in detail. Material must be packed and shipped in conformity with tariff or classification requirements.

    Prices on the contract include delivery to the division within building unless otherwise specified in the contract.

    Prepaid charges for transportation must be accompanied by original expense bill marked paid and is not subject to transportation tax, due to the exemption permitted municipalities as indicated.

    Materials shall be listed separately on invoices covering repairs or installation service. The Harbor Department will not be responsible for services, materials, or supplies furnished without prior authorization from the Director of Contracts and Purchasing.

    This contract must not be assigned or transferred to anyone without the written approval of the Director of Contracts and Purchasing.

    Discount period to be computed from date of receipt of invoice, or complete acceptance of goods or services, whichever is the later date.

    In case of delay of payment beyond 30 days after acceptance of goods or services or date of invoice, whichever is later, please write the Harbor Department Accounting Section giving the contract number, stating to which division and on what date delivery was made.

    Harbor Department may pay on partial deliveries, but right is reserved by the Director of Contracts and Purchasing to require complete delivery before payment.

12. **TIME AND MATERIALS WITH NO FIXED FEES:** ALL INVOICES WITH PAYMENTS FOR **TIME AND MATERIALS** MUST BE SUPPORTED / BACKED UP BY **TIME SHEETS.**

    NOTE: THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE **TIME SHEETS.**

13. **CITY OF LOS ANGELES MUNICIPAL CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.

14. **PAYMENTS**. Payment terms are NET 30 days unless vendor 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.

15. **ASSIGNMENT**. The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Contracts and Purchasing.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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 Vendor 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.

THE END

No. 285 Rev. 07/15-116

ATTACHMENT A

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 submitting bids 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:

- 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**

- 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 a new contract or for the renewal of an existing contract, he or she 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 complete and sign **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.

Name of Bidder/Financial Institution (Printed): Power Engineering Construction Co.

Signed by: _____ (Authorized Signature)

David Mik (Printed Name)

President (Title of Person Signing)

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 submit a bid for, or enter into, or renew, a contract for 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.

Name of bidder/Financial Institution (Printed): _____

Signed by: _____ (Authorized Signature)

_____ (Printed Name)

_____ (Title of Person Signing)

FORM 50

Bidder Certification

Los Angeles City
ETHICS COMMISSION

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

[X] **Original Filing** [ ] **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or RAMP)	Awarding Authority (Department awarding the contract)
Bid No. F-1215	City of Los Angeles Harbor Department
Bidder Name: Power Engineering Construction Co.	
Address: 1501 Viking St, Suite 200, Alameda, CA 94501	
Email Address: mik@powerengconstruction.com	Phone Number: 510-337-3800

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 applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than $25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least $100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. 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 § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

David Mik
Name

President
Title

Signature

8/9/2024
Date

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City
ETHICS COMMISSION

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

[X] **Original Filing** [ ] **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or RAMP): Bid No. F-1215 Date Bid Submitted: ~~8/13/2024~~ 8/20/24

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):
F-1215 Replace Main Counterweight, Auxiliary Counterweight, Uphaul & Downhaul Ropes on Badger Ave. Bridge

Awarding Authority (Department awarding the contract): City of Los Angeles Harbor Department

Bidder Name: Power Engineering Construction Co.

Bidder Address: 1501 Viking St, Suite 200, Alameda, CA 94501

Bidder Email Address: mik@powerengconstruction.com Bidder Phone Number: 510-337-3800

Schedule Summary

Please complete all three of the following:

1. **SCHEDULE A — Bidder's Principals** *(check one)*
   The bidder has one or more **PRINCIPALS,** as defined in LAMC § 49.7.35(A)(6).
   At least one principal is required for entities. *(If you check "Yes", Schedule A is required.)*
   Yes [X] No [ ]

2. **SCHEDULE B — Subcontractors and Their Principals** *(check one)*
   The bidder has one or more **SUBCONTRACTORS** on this bid or proposal with subcontracts worth $100,000 or more. *(If you check "Yes", Schedule B is required.)*
   Yes [ ] No [X]

3. **TOTAL NUMBER OF PAGES SUBMITTED** (including this cover page): 2

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California: A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

David Mik
Name

President
Title

Signature

8/9/2024
Date

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City
ETHICS COMMISSION

Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's 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: David Mik Title: President
Address: 1501 Viking St, Suite 200, Alameda, CA 94501

Name: Hilary Tigue Title: Vice President
Address: 1501 Viking St, Suite 200, Alameda, CA 94501

Name: Wayne Stonecipher Title: Corporate Secretary
Address: 1501 Viking St, Suite 200, Alameda, CA 94501

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

☐ **Check this box if additional Schedule A pages are attached.**

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City
ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth $100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Subcontractor's Address

Please check one of the following options:

This subcontractor has one or more principals. ☐ **Yes*** ☐ **No**

* *Each principal's name and title must be identified below. 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: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Not applicable

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☐ **Check this box if additional Schedule B pages are attached.**

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.

Contractors who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any bid for goods, materials, supplies, and related services valued in excess of $150,000. The preference will be applied by calculating the bidder's price at 8% less than the quoted price. The Harbor Department will use the applied preference for bid tabulation only. The actual amount paid to the lowest bidder will be the price quoted by the lowest bidder meeting specifications.

Contractors who do not qualify as a LBE may receive a maximum 5% preference for identifying and utilizing LBE subcontractors. Contractors may receive 1% preference, up to a maximum of 5%, for every 10% of or portion thereof, of work that is subcontracted to a LBE.

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, Vendor shall complete, sign, notarize and submit the attached Affidavit and Contractor Description Form. The Affidavit and Contractor Description Form will signify the LBE status of the Contractor and any subcontractors.

In the event of Contractor's noncompliance during the performance of the Contract, Contractor 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 Contractor until noncompliance is corrected, and assess the costs of City's audit of books and records of Contractor. In the event the Contractor falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Contractor from participation in City contracts for a period of up to five (5) years.

AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information is true and correct and includes all material information necessary to identify and explain the operations of

Power Engineering Construction Co.

Name of Firm

as well as the ownership and location thereof. Further, the undersigned agrees to provide complete and accurate information regarding ownership in the named firm, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents in association with this contract."

Local Business Preference Program: Please indicate the Local Business Enterprise status of your company. Only one box must be checked:

☐ LBE ☒ Non-LBE

- A Local Business Enterprise (LBE) is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura 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. "Headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties.
- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: _____ Title: President

Printed Name: David Mik Date Signed: 8/9/2024

Contractor Description Form

PRIME CONTRACTOR:
Contract Title: F-1215 Replace Main Counterweight, Auxiliary Counterweight, Uphaul & Downhaul Ropes on Badger Ave. Bridge
Business Name: Power Engineering Construction Co. Award Total: $ 3,883,980
Local Business Enterprise: YES_____ NO___x___ (Check only one)
Address: 1501 Viking St, Suite 200
City/State/Zip: Alameda, CA 94501
County: Alameda County
Telephone: ( ) 510-337-3800 FAX: ( ) 510-337-3808
Contact Person/Title: David Mik, President
Email Address: mik@powerengconstruction.com

SUBCONTRACTOR:
Business Name: N/A Award Total: $ _____
Services to be provided: _____
Local Business Enterprise: YES_____ NO_____ (Check only one)
Address: _____
City/State/Zip: _____
County: _____
Telephone: ( ) _____ FAX: ( ) _____
Contact Person/Title: _____
Email Address: _____

SUBCONTRACTOR:
Business Name: _____ Award Total: $ _____
Services to be provided: _____
Local Business Enterprise: YES_____ NO_____ (Check only one)
Address: _____
City/State/Zip: _____
County: _____
Telephone: ( ) _____ FAX: ( ) _____
Contact Person/Title: _____
Email Address: _____

SUBCONTRACTOR:
Business Name: _____ Award Total: $ _____
Services to be provided: _____
Local Business Enterprise: YES_____ NO_____ (Check only one)
Address: _____
City/State/Zip: _____
County: _____
Telephone: ( ) _____ FAX: ( ) _____
Contact Person/Title: _____
Email Address: _____

SUBCONTRACTOR:
Business Name: _____ Award Total: $ _____
Services to be provided: _____
Local Business Enterprise: YES_____ NO_____ (Check only one)
Address: _____
City/State/Zip: _____
County: _____
Telephone: ( ) _____ FAX: ( ) _____
Contact Person/Title: _____
Email Address: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Alameda)

On August 14, 2024 before me, Indigo Flowers, Notary Public
(insert name and title of the officer)

personally appeared David Mik,
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~~.

Signature _____ (Seal)

INNA-1 INDIGO ABRAMS FLOWERS INNA-1
Notary Public - California
Alameda County
Commission # 2453472
My Comm. Expires Jul 16, 2027

Bond No. 070223691
Premium: $35,175.00
Section 00070
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Power Engineering Construction Company

as principal _____, and Liberty Mutual Insurance Company as surety(ies) are held and firmly bound unto THE CITY OF LOS ANGELES, CALIFORNIA, a municipal corporation, in the penal sum of One Million Nine Hundred Forty-One Thousand Nine Hundred Ninety and 00/100 dollars ($ 1,941,990.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH: that whereas the principal entered into a certain contract, hereto attached, with the City, for Contract No. 40056 Replace Main Counterweight, Auxiliary Counterweight, Uphul and Downhaul Ropes on Badger Ave. Bridge

NOW THEREFORE, if said principal(s) shall fail to faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the City, with or without notice to the surety(ies), and during the life of any guaranty required under the Contract, or shall fail to faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the surety(ies) being hereby waived, said surety(ies) shall fully and faithfully carry out and perform all of the terms, covenants and conditions of said Contract upon its part to be performed and if surety(ies) does so, then this obligation to be null and void, otherwise to remain in full force and effect, and in addition thereto, in case suit is brought upon this bond, the judgment rendered against the principal or surety(ies), or both, a reasonable attorney's fee, to be fixed by the court, taxed as costs and included in the judgment rendered therein, otherwise this obligation to be void.

It is further agreed that this bond guarantees compliance with all applicable provisions of Section 17.00 et seq. and Section 62.105 through 62.118 of the Municipal Code of the CITY OF LOS ANGELES.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several hands and seals this 5th day of September, 2024

(Principal) Power Engineering Construction Company
By: _____
(Surety) Liberty Mutual Insurance Company

ATTEST
see attached power of attorney

_____
~~(Surety)~~ Nerissa S. Bartolome
Attorney-in-Fact
(Corporate Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Francisco)

On 09/05/2024 (Date) before me, Rossio Daniela Polio Canas, Notary Public, (Here Insert Name and Title of the Officer)

personally appeared Nerissa S. Bartolome (Name(s) of Signer(s))

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.

ROSSIO DANIELA POLIO CANAS
Notary Public - California
San Francisco County
Commission # 2440951
My Comm. Expires Mar 9, 2027

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: Nerissa S. Bartolome
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

~~Signer's Name: _____~~
~~☐ Corporate Officer — Title(s): _____~~
~~☐ Partner — ☐ Limited ☐ General~~
~~☐ Individual ☐ Attorney in Fact~~
~~☐ Trustee ☐ Guardian or Conservator~~
~~☐ Other: _____~~
~~Signer Is Representing: _____~~

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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8211406-024079**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Nerissa S. Bartolome, Joan DeLuca, Patrick R. Diebel, Lucy M. Dunham, Kathleen Earle, Andrew S. Holloway, Kelly Holtemann, Christopher M. Howell, Thomas E. Hughes, Mark M. Munekawa, Zachary V. Overbay, Christina Parsons, Rossio Polio, Karen Rhodes, Yvonne Roncagliolo, Charles R. Shoemaker, Valerie Takeuchi

all of the city of San Francisco state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of February, 2024.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of February, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of September, 2024.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

California All-Purpose Acknowledgement

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Alameda)

On 09/09/24 before me, **Heather N. Perry, Notary Public**, personally appeared Hilary Tigue, 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.

HEATHER N. PERRY
Notary Public - California
Alameda County
Commission # 2362481
My Comm. Expires Jun 24, 2025

Signature Heather N. Perry
Heather N. Perry
Commission No. 2362481, exp. June 24, 2025

(seal)

OPTIONAL

Description of Attached Document

Title of Type of Document: Performance Bond - City of LA Contract 40056
Document Date: 09/05/24 Number of Pages: 1
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

Signer is Representing: _____

Right Thumb Print of Signer

Capacity(ies) Claimed by Signer(s)

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

Signer is Representing: _____

Right Thumb Print of Signer

Bond No. 070223691
Premium: Included in
Performance Bond

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Power Engineering Construction Company

as principal (s) and Liberty Mutual Insurance Company as surety(ies) _____ are held and firmly bound unto THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Harbor Commissioners, and any person or party named below in the penal sum equal to: One Million Nine Hundred Forty-One Thousand Nine Hundred Ninety and 00/100 dollars ($1,941,990.00) in lawful money of the United States, and the payment of which will and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

THAT WHEREAS, the principal (s) entered into a certain contract attached hereto with the City for Contract No. 40056, Replace Main Counterweight, Auxiliary Counterweight, Uphul and Downhaul Ropes on Badger Ave. Bridge

NOW, THEREFORE, if said principal (s) as Contractor (s) or subcontractor (s) fail (s) to pay for any services provided by mechanics, material, suppliers, contractors, subcontractors, lessors of equipment, artisans, architects, registered engineers, licensed land surveyors, machinists, builders, teamsters or dray, or fail (s) to pay all persons and laborers of every class performing labor upon or bestowing skill or other necessary service on, or furnishing materials or leasing equipment to be used or consumed in or furnishing materials or leasing equipment to be used or consumed in or furnishing appliances, teams or power contributing to a work or improvement or fail (s) to pay for the value of such labor done or materials furnished and for the value and use of such appliances, equipment, teams or power, whether done or furnished at the instance of the City or of any person acting by its authority or under it as contractor or otherwise, or fail (s) to pay for amounts due under the Unemployment Insurance Code of the State of California with respect to work, or labor performed by any such claimant during the original term of said Contract and any extension thereof that may be granted by the City with or without notice to the surety(ies) or during the life of any guarantee required under the Contract, or fail (s) to pay for any amounts required to be deducted, withheld and paid over to the Franchise Tax Board from the wages of the Contractor and subcontractors pursuant to that portion of the Revenue and Taxation Code, imposing liability for failure to deduct, withhold, and pay employee taxes, with respect to such work and labor, then in such event said surety(ies) will pay the same in an amount not exceeding the sum of One Million Nine Hundred Forty-One Thousand Nine Hundred Ninety and 00/100 dollars ($1,941,990.00) and, in addition thereto, in case suit is brought upon this bond and judgment rendered against the principal (s) or surety(ies), or both, a reasonable attorney's fee to be fixed by the court, taxed as costs and included in the judgment rendered therein; otherwise this obligation to be void.

PAYMENT BOND

It is understood and agreed by principal (s) and surety(ies) herein that by its terms, this payment bond shall insure to the benefit of any person named in Section 3181 of the Civil Code so as to give a right of action such persons or their assigns in any suit brought upon this payment bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several hands and seals this **5th** day of **September**, 20**24**

ATTEST

(Principal) **Power Engineering Construction Company**

By:

(Surety) **Liberty Mutual Insurance Company**

~~(Surety)~~ **Nerissa S. Bartolome**

Attorney-in-Fact

(Corporate Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Francisco)

On 04/05/2024 (Date) before me, Rossio Daniela Polio Canas, Notary Public, (Here Insert Name and Title of the Officer)

personally appeared Nerissa S. Bartolome (Name(s) of Signer(s))

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.

ROSSIO DANIELA POLIO CANAS
Notary Public - California
San Francisco County
Commission # 2440951
My Comm. Expires Mar 9, 2027

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: Nerissa S. Bartolome	~~Signer's Name:~~
☐ Corporate Officer — Title(s):	~~☐ Corporate Officer — Title(s):~~
☐ Partner — ☐ Limited ☐ General	~~☐ Partner — ☐ Limited ☐ General~~
☐ Individual ☒ Attorney in Fact	~~☐ Individual ☐ Attorney in Fact~~
☐ Trustee ☐ Guardian or Conservator	~~☐ Trustee ☐ Guardian or Conservator~~
☐ Other:	~~☐ Other:~~
Signer Is Representing:	~~Signer Is Representing:~~

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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8211406-024079**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Nerissa S. Bartolome, Joan DeLuca, Patrick R. Diebel, Lucy M. Dunham, Kathleen Earle, Andrew S. Holloway, Kelly Holtemann, Christopher M. Howell, Thomas E. Hughes, Mark M. Munekawa, Zachary V. Overbay, Christina Parsons, Rossio Polio, Karen Rhodes, Yvonne Roncagliolo, Charles R. Shoemaker, Valerie Takeuchi

all of the city of San Francisco state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of February, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of February, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of September, 2024.

By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

California All-Purpose Acknowledgement

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Alameda)

On 09/09/24 before me, **Heather N. Perry, Notary Public**, personally appeared Hilary Tigue, 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.

HEATHER N. PERRY
Notary Public - California
Alameda County
Commission # 2362481
My Comm. Expires Jun 24, 2025

Signature

Heather N. Perry
Commission No. 2362481, exp. June 24, 2025

(seal)

OPTIONAL

Description of Attached Document

Title of Type of Document: Payment Bond - City of LA Contract 40056
Document Date: 09/05/24 Number of Pages: 2
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
Signers Name: _____
- ❑ Individual
- ❑ Corporate Officer – Title(s):_____
- ❑ Partner – ❑ Limited ❑ General
- ❑ Attorney in Fact
- ❑ Trustee
- ❑ Guardian or Conservator
- ❑ Other: _____

Signer is Representing: _____

Right Thumb Print of Signer

Capacity(ies) Claimed by Signer(s)
Signers Name: _____
- ❑ Individual
- ❑ Corporate Officer – Title(s):_____
- ❑ Partner – ❑ Limited ❑ General
- ❑ Attorney in Fact
- ❑ Trustee
- ❑ Guardian or Conservator
- ❑ Other: _____

Signer is Representing: _____

Right Thumb Print of Signer