PREQUALIFICATION INSTRUCTIONS AND INFORMATION
FOR
REAR BERTHS 136-139 TERMINAL BUILDINGS AND MAIN GATE PROJECT
SPECIFICATION NO. 2663

The information requested in Attachment 1 - Prequalification Submittals will be the basis for prequalifying Applicants desiring to bid or perform Specialty Work on the Project. Only Applicants meeting the prequalification standards will be invited to submit bids for, or allowed to be an electrical, mechanical, or pile driving subcontractor (Specialty Work) for the Project.

Prequalification of the Applicant does not relieve the Applicant from compliance with Department's contracting requirements in Attachment 2 – Contractual Requirements. Applicants who bid must comply with the Department's requirements shown in the Notice Inviting Bids, Information for Bidders, and Bidding Documents. Applying for prequalification constitutes that Applicants agree to comply with these requirements.

The Applicant who becomes the contractor must comply with the provisions of Contract, Performance Bond, Payment Bond, Affidavits of Completion, and Small Business Outreach, including the SBE/VSBE/MBE/WBE/DVBE/OBE Information. The Applicant who becomes the contractor must comply with and require its subcontractors to comply with the conditions in Section 01000 General Conditions and Section 01000A Supplementary Conditions.

Firms prequalified by the Department for previous projects must reapply to prequalify for the Project.

SUBMITTAL –WHEN, WHERE, AND TO WHOM

Completed Prequalification Submittals for the Rear Berths 136-139 Terminal Buildings and Main Gate Project will be accepted by the Chief Harbor Engineer-Construction Division until 4:00 p.m. local time. Deliver 2 completed sets of forms from Attachment 1 - Prequalification Submittals to:

Port of Los Angeles Administrative Offices
Construction Division, 3rd Floor
425 S. Palos Verdes Street
San Pedro, CA 90731

Potential Applicants are cautioned that security measures may delay building entry and early arrival is recommended.

SUBMITTAL - INSTRUCTIONS

1. General:

   a. The forms required to apply for prequalification are included in Attachment 1 – Prequalification Submittals.

   b. Each member of a joint venture shall prepare separate application packages and execute separate declarations. Submit application packages for each member of the joint venture together. Requirements for the proposed joint venture are the same as for other applicants.

   c. Applicant may submit only projects in which Applicant was responsible for the work and carried it out directly in one of the following capacities:

      - As a prime contractor
      - As a subcontractor
      - As joint venture partner with at least 40 percent interest in the project

   d. Projects used for references for experience shall be qualifying projects that have been completed and have received the LEED certification. Projects that are in progress and nearing completion maybe considered for qualification experience if LEED certification progress can be verified through the U.S. Green Building Council.

   e. Use the Project Reference Form to provide details for Applicant's experience required by the questionnaires.

   f. Use the Personnel Assignment Form to provide details of Applicant's employee's experience required by the questionnaire.

2. All Applicants:

   a. Complete the Declaration that applies to Applicant's type of firm (individual, partnership, or corporation). If the Declaration used is on a sheet with multiple Declarations, write, "Not Used" diagonally across the Declaration that is not applicable.

   b. Complete and submit the General Information Form, Safety and Regulatory Compliance Questionnaire, and Contract Performance Questionnaire.

3. Applicants Desiring to Bid on the Project:

   a. Applicants desiring to submit bids for the Project shall complete the Applicants Desiring to Bid on the Project Questionnaire.

b. If Applicant desires to perform Specialty Work, in addition to bidding as a prime contractor, fill out the Applicants Desiring to Perform Specialty Work Questionnaire(s) for the work Applicant plans to perform.

c. Complete and attach the Project Reference Form(s) and Personnel Assignment Form(s) required by the questionnaire and include the questionnaire title on each form.

d. Follow the additional directions given on the questionnaire.

4. Applicants Desiring to Perform Specialty Work:

a. Applicants desiring to perform Specialty Work as a subcontractor, shall complete the Applicants Desiring to Perform Specialty Work Questionnaire(s) for Applicant's specialty.

b. Complete and attach the Project Reference Form(s) and Personnel Assignment Form(s) required by the questionnaire and include the questionnaire title on each form.

c. Follow the additional directions given on the questionnaire.

d. Applicants desiring to perform Specialty Work may submit their own prequalification package or their prequalification package can be submitted as part of the prequalification package of any Applicant desiring to bid as a prime contractor on the Project.

HOW THE SUBMITTALS WILL BE EVALUATED

1. The Department will grant prequalified status when it has determined the following:

a. Applicant has completely filled out and delivered the prequalification submittals to the Department prior to the date and time for submittal.

b. The Department has been able to verify the information received.

c. The Applicant has all of the qualifications.

2. Pursuant to the provisions of the City of Los Angeles Charter, the Department reserves the right to refuse to prequalify any Applicant who has previously failed to timely and satisfactorily perform any contract with the City.

NOTIFICATION OF PREQUALIFICATION

The Applicant will be notified of the Applicant's prequalification status by telephone or fax followed by mail confirmation when the Department has verified the Applicant's statements. Prequalification requirements that cannot be verified will not be considered. Advertisement of the Project for bids will not be delayed if the Department is unable to verify information submitted by Applicant. The Department intends to advertise for bids before April 15, 2012.

APPEAL OF PREQUALIFICATION DETERMINATION

If the Applicant is denied prequalification and desires to appeal the determination, the Applicant shall submit a letter of protest to the Chief Harbor Engineer-Construction Division within 5 working days of receipt of the notice denying prequalification. The Chief Harbor Engineer-Construction Division will review the determination and notify the Applicant whether the finding has been reversed as soon as possible, but in no case later than 30 days after receipt of the letter of protest. If the denial of prequalified status is not reversed, Applicant may, within 5 working days of notification of the denial of the protest, request a public hearing before the Board of Harbor Commissioners.

REMOVAL FROM THE PREQUALIFIED DESIGNATION

The Department will withdraw the prequalified status of any Applicant that has falsified information when such falsification becomes known to the Department.

IMPACT OF PREQUALIFICATION DURING BIDDING AND CONSTRUCTION

1. A prequalified bidder may substitute in its bid a Prequalified Specialty Work subcontractor for work for which the bidder has also prequalified.

2. Bids listing a Specialty Work subcontractor that has not been prequalified to perform Specialty Work will be declared nonresponsive.

3. Only prequalified Specialty Work subcontractors, or the bidder, if prequalified for Specialty Work, may be utilized to perform prequalification required specialty work. Prequalification of a subcontractor shall not relieve the successful bidder of any responsibility to the Department for full and satisfactory performance of all subcontractor work.

4. The prequalification package and submittals from the successful Applicants (bidder and specialty work) will become a part of the contract for the Project.

5. The Applicant that becomes the prime contractor shall provide, and require the specialty work subcontractor to provide, the person(s) named on the Personnel Assignment Form to perform the work. If the named person is no longer available, submit to the Department the name, experience, and résumé of a person meeting the same qualification requirements. If the Department deems the substitute qualified, that person may be used on the Project. If the proposed replacement person is rejected by the Department, the process shall be continued until an acceptable replacement is found. Applicant is responsible for any resulting delays to contract completion.

6. The Applicant that becomes specialty work (electrical) subcontractor will be required to comply with the Department Electrical Safety Policy. Refer to Contractual Requirements included in Attachment 2 for copy of Electrical Safety Policy implementation Plan.

ATTACHMENT 1 – PREQUALIFICATION SUBMITTALS

ATTACHMENT 2 - CONTRACTUAL REQUIREMENTS

The following have been included as information only:

- Notice Inviting Bids
- Information for Bidders
- Bidding Documents
- Contract
- Performance Bond
- Payment Bond
- Affidavits of Completion
- SBE/VSBE/MBE/WBE/DVBE/OBE Information
- Section 01000 - General Conditions
- Electrical Safety Policy – Implementation Plan

REAR BERTHS 136-139 TERMINAL BUILDINGS AND MAIN GATE PROJECT SPECIFICATION NO. 2663

ATTACHMENT 1 - PREQUALIFICATION SUBMITTALS

SPECIFICATION NO. 2663

REAR BERTHS 136-139 TERMINAL BUILDINGS AND MAIN GATE PROJECT

INCLUDED SUBMITTALS: Page No.

- Declarations (Use Appropriate Declaration):
  - ❖ Declaration of Individual or Sole Proprietorship 1a
  - ❖ Partnership Declaration 1b
  - ❖ Declaration of Corporate Officer 1c
- General Information Form 2
- Safety and Regulatory Compliance Questionnaire 3-4
- Contract Performance Questionnaire 5-6
- Project Reference Form 7
- Personnel Assignment Form 8
- Applicants Desiring to Bid on Project Questionnaire 9
- Applicants Desiring to Perform Specialty Work (Use Appropriate Questionnaire):
  - ❖ Electrical Installation Questionnaire 10
  - ❖ Mechanical Installation Questionnaire 11
  - ❖ Pile Installation Questionnaire 12
  - ❖ Equipment to be Assigned to the Project 13

DECLARATION OF INDIVIDUAL OR SOLE PROPRIETORSHIP

Applicant's Name: _____

Specification No. 2663 Project Title: Rear Berths 136-139 Terminal Buildings and Main Gate Project

By signing, the Applicant declares under penalty of perjury that the information submitted by the Applicant on the forms provided by the City in Attachment 1 – Prequalification Submittals is true and correct.

I, _____, declare under the penalty of

perjury that the foregoing is true and correct. Signed this _____ day of _____,

20__ at _____, California.

Signature of Declarant _____

PARTNERSHIP DECLARATION

Applicant's Name: _____

Specification No. 2663 Project Title: Rear Berths 136-139 Terminal Buildings and Main Gate Project

By signing, the Applicant declares under penalty of perjury that the information submitted by the Applicant on the forms provided by the City in Attachment 1 – Prequalification Submittals is true and correct.

I, _____, declare under penalty of perjury that I am

a partner of _____,
(Name of Firm)
that I am duly authorized to execute this declaration, and that the foregoing is true and

correct. Signed this _____ day of _____, 20__ at _____,

California.

Signature of Declarant _____

Declaration Continued:

1. Date of Organization: _____
2. State whether partnership is general, limited, or association: _____
3. In what State: _____

Name and address of each partner:

Name _____	Title _____
Address _____	_____
Name _____	Title _____
Address _____	_____
Name _____	Title _____
Address _____	_____

Have there been any changes in control of the company in the past 3 years?
_____ Yes _____ No
Is the company or its owners connected with other companies as a subsidiary, parent, holding, or affiliate? _____ Yes _____ No

If there is a "yes" answer to either of the two questions above, explain on a separate signed page.

DECLARATION OF CORPORATE OFFICER

Applicant's Name: _____

Specification No. 2663 Project Title: Rear Berths 136-139 Terminal Buildings and Main Gate Project

By signing, the Applicant declares under penalty of perjury that the information submitted by the Applicant on the forms provided by the City in Attachment 1 – Prequalification Submittals is true and correct.

I am the _____
(Title of Corporation Officer)
of _____.
(Use Full Corporate Name)
I declare under penalty of perjury that I am duly authorized to execute this declaration, and that the foregoing is true and correct. Signed this _____ day of _____, 20 __ at _____, California.

Signature of Declarant _____

Declaration Continued:

1. Date Incorporated: _____
2. In what State: _____

Name and address of each corporate officer:

President's Name: _____
Address: _____
Vice President' Name _____
Address: _____
Secretary's Name _____
Address: _____
Treasurer's Name _____
Address: _____

Have there been any changes in control of the company in the past 3 years?
_____ Yes _____ No

Is the company or its owners connected with other companies as a subsidiary, parent, holding, or affiliate? _____ Yes _____ No

If there is a "yes" answer to either of the two questions above, explain on a separate signed page.

GENERAL INFORMATION FORM

Specification No. 2663 Project Title: Rear Berths 136-139 Terminal Buildings and Main Gate Project

Applicant: _____
(name as appears on Contractor's license)

Check One:

_____ Sole Proprietorship _____ Partnership _____ Corporation _____ Joint Venture

Joint Venture partners (if applicable): _____

Address: _____

City, State, Zip: _____

Phone Number(s) _____ Fax Number _____

State of California Contractor's License Number(s): _____

Expiration Date: _____ Tax ID Number: _____

Describe the type of construction in which Applicant regularly engages: _____
_____
_____

How many years experience in construction work under current organization?_____

(a) As a General Contractor? _____ From _____ to 20 _____

(b) As a Subcontractor? _____ From _____ to 20 _____

SAFETY AND REGULATORY COMPLIANCE QUESTIONNAIRE

Applicant's Name: _____

Specification No. 2663 Project Title: Rear Berths 136-139 Terminal Buildings and Main Gate Project

1. How often does Applicant require documented safety meetings to be held for construction employees and field supervisors during the course of a project? ____

2. Name employee of Applicant responsible for safety programs.

_____ _____
Name Title or Position

Qualifications, training, and other duties:

_____

_____

_____

_____

3. Has Cal/OSHA or the Federal OSHA cited or assessed penalties against Applicant for any "serious", "willful", or "repeat" violations of safety or health regulations in the past 5 years?

Yes No (Circle One)

If "yes", attach a separate signed page describing the citations, including the dates of the citations, the nature of the violation, the project on which the citation(s) was (were) issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

4. Has there been a period within the last 5 years when Applicant had employees but was without workers' compensation insurance or State-approved self-insurance?

Yes No (Circle One)

If no, please provide a statement by Applicant's workers' compensation insurance carrier(s) that verifies periods of workers' compensation insurance coverage for the last 5 years.

If "yes", please explain the reason for the absence of workers' compensation insurance on a separate signed page. (If Applicant has been in business for less than 5 years, provide a statement by Applicant's workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that Applicant has been in business).

5. List Applicant's Experience Modification Rate (EMR) for each of the past 3 premium years:

Current Year: _____
Previous Year: _____
Year prior to Previous Year: _____

If EMR for any of these 3 years was higher than 1.00, please attach a letter of explanation.

NOTE: Applicant's EMR is issued annually by Applicant's California workers compensation insurance carrier.

6. Has the Environmental Protection Agency (EPA) or any Air Quality Management District or any Regional Water Quality Control Board cited or assessed penalties against Applicant or the owner on the referenced project Applicant was working on in the past 5 years?

Yes No (Circle One)

If "yes" attach a separate signed page describing each citation.

CONTRACT PERFORMANCE QUESTIONNAIRE

Applicant's Name: _____

Specification No. 2663 Project Title: Rear Berths 136-139 Terminal Buildings and Main Gate Project

Has the Applicant in the last 5 years:

a. been a party to any lawsuit involving construction contracts with a federal, state, or local agency?

Yes No (Circle One)

b. been subject to allegations by a federal, state, or local agency that Applicant failed to timely and satisfactorily perform any contract?

Yes No (Circle One)

c. been disbarred from bidding any contract with a federal, state, or local agency?

Yes No (Circle One)

d. failed to timely and satisfactorily perform any contract?

Yes No (Circle One)

If answering "yes" to any above question, Applicant shall provide information requested below and on the reverse side of this page. Where "yes" answer applies to more than one project, Applicant shall make additional copies of this form and respond to the questions as they apply to the project listed.

Name of Project	
Project Location	
Project Start Date/Completion Date	
Agency Current Contact Name Contact Name at time work was performed	
Contract Amount	

Project Description:

Basis of claim or /lawsuit:

Final resolution of claim or lawsuit:

Allegations of failure to perform:

Final resolution:

Reasons for denial of prequalification or award of contract:

Final resolution:

PROJECT REFERENCE FORM

Applicant's Name: _____

Specification No. 2663 Project Title: Rear Berths 136-139 Terminal Buildings and Main Gate Project

Please make additional copies of this form and complete a separate form for each qualifying project used as a reference.

List the questionnaire and question this Project Reference applies to:	
Name of Project:	
Project Location:	
Project Start Date/Completion Date:	
Owner's Name:	
Address:	
Phone:	
Fax:	
Current Contact Name:	
Phone:	
Contact Name at time work was performed:	
Phone:	
Contract Amount:	
LEED Rating Goal	
LEED Rating Achieved	

Describe below the work items installed during the reference project that are required by the prequalification and any additional information on project that is pertinent. Refer to Standard for Prequalified Designation Article of the Notice Inviting Contractors to Prequalify for definition of qualifying project.

PERSONNEL ASSIGNMENT FORM

Applicant's Name: _____

Specification No. 2663 Project Title: Rear Berths 136-139 Terminal Buildings and Main Gate Project

Please make additional copies of this form and complete a separate form for each person proposed to be assigned to the project as site superintendent, project manager, or accredited professional. Applicant shall assign separate person to be site superintendent, project manager, or accredited professional.

Name of Proposed Person:	
Proposed Position:	
Questionnaire Name:	

Qualifying Experience

1. Project Name and Address:	
Contractor for Project:	
Job Title During Project Construction:	
Period of Time on Project:	
Owners/CM Name :	
Address:	
Phone:	
Fax No.:	
Contact Name:	
Phone:	
Contract Amount	
LEED Rating Goal	
LEED Rating Achieved	

Attach résumé for proposed person.

Additional Information for LEED accredited professional.

Date of Accreditation:	
Version Title:	
Percent of time assigned to this project:	

APPLICANTS DESIRING TO BID ON PROJECT QUESTIONNAIRE

Applicant's Name: _____

Specification No. 2663 Project Title: Rear Berths 136-139 Terminal Buildings and Main Gate Project

1. Has the Applicant completed a qualifying project?

   Yes No (Circle One)

   Complete a Project Reference Form for the qualifying project.

2. Will the Applicant assign a full time project manager and a full time site superintendent who have worked at the same level on a qualifying project?

   Yes No (Circle One)

   Complete a separate Personnel Assignment Form for each of the proposed persons to be assigned as project manager and site superintendent. Provide the number of project references required by this questionnaire. Alternates may also be listed, but must be identified as alternates and submitted on a separate Personnel Assignment Form.

3. Will the Applicant assign an accredited professional to supervise submittal of LEED documentation to the Department? Person must be accredited by the U.S. Green Building Council for new construction and major renovations and have worked at the same level on a qualifying project.

   Yes No (Circle One)

   Complete a Personnel Assignment Form for the proposed accredited professional.

4. Refer to Standard for Prequalified Designation Article of the Notice Inviting Contractors to Prequalify for definition of a qualifying project.

APPLICANTS DESIRING TO PERFORM SPECIALTY WORK
(ELECTRICAL INSTALLATION QUESTIONNAIRE)

Applicant's Name: _____

Specification No. 2663 Project Title: Rear Berths 136-139 Terminal Buildings and Main Gate Project

1. Has the Applicant successfully completed a qualifying project?

   Yes No (Circle One)

   Complete a Project Reference Form for the qualifying project.

2. Will the Applicant assign a full time site superintendent who was the electrical site superintendent on a qualifying project?

   Yes No (Circle One)

   Complete a Personnel Assignment Form for the proposed site superintendent listing one qualifying project.

3. Refer to Standard for Prequalified Designation Article of the Notice Inviting Contractors to Prequalify for definition of a qualifying project.

APPLICANTS DESIRING TO PERFORM SPECIALTY WORK
(MECHANICAL INSTALLATION QUESTIONNAIRE)

Applicant's Name: _____

Specification No. 2663 Project Title: Rear Berths 136-139 Terminal Buildings and Main Gate Project

1. Has the Applicant successfully completed a qualifying project?

   Yes No (Circle One)

   Complete a Project Reference Form for the qualifying project.

2. Will the Applicant assign a full time site superintendent who was the mechanical site superintendent on a qualifying project?

   Yes No (Circle One)

   Complete a Personnel Assignment Form for the proposed site superintendent listing one qualifying project.

3. Refer to Standard for Prequalified Designation Article of the Notice Inviting Contractors to Prequalify for definition of a qualifying project.

APPLICANTS DESIRING TO PERFORM SPECIALTY WORK
(PILE INSTALLATION QUESTIONNAIRE)

Applicant's Name: _____

Specification No. 2663 Project Title: Rear Berths 136-139 Terminal Buildings and Main Gate Project

1. Has the Applicant successfully completed a qualifying project?

   Yes No (Circle One)

   Complete a Project Reference Form for the qualifying project.

2. Will the Applicant assign a full time pile driving superintendent who was the pile driving superintendent on a qualifying project?

   Yes No (Circle One)

   Complete a Personnel Assignment Form for the proposed person listing one qualifying project.

3. Will the Applicant assign sufficient personnel and equipment to complete the Project in the allocated time?

   Yes No (Circle One)

   Complete Equipment to be Assigned to the Project Form for the proposed equipment listing to be used in the Project.

4. Refer to Standard for Prequalified Designation Article of the Notice Inviting Contractors to Prequalify for definition of a qualifying project.

EQUIPMENT TO BE ASSIGNED TO THE PROJECT
FOR PILE DRIVING SPECIALTY WORK

Crane Capacity (nominal)	
Is this equipment capable of driving 14 inch square pile by 90 feet long within the tolerances specified for the Project? Provide explanation how work will be performed including any additional equipment necessary.	
Pile Driving Hammer (Manufacturer)	
Model No.	
Rated Energy (minimum 60,000 foot pounds)	
Variable energy driving	Yes or No (Circle One)
Number of piles to be driven per day to complete the Project on schedule	

Use the space below or additional sheets to provide necessary information.

REAR BERTHS 136-139 TERMINAL BUILDINGS AND MAIN GATE PROJECT SPECIFICATION NO. 2663

ATTACHMENT 2 – CONTRACTUAL REQUIREMENTS

01 The HARBOR DEPARTMENT of the CITY OF LOS ANGELES, California, invites sealed bids in accordance with Specification No. 2663 for REAR BERTHS 136-139 TERMINAL BUILDINGS AND MAIN GATE

02 In accordance with Resolution No. ____ approved by the Board of Harbor Commissioners on _____, only prequalified contractors may submit bids for this Project and only prequalified Specialty Work subcontractors may perform electrical, mechanical, and pile installation work for this Project.

a. Prequalified contractors are:

b. Prequalified Specialty Work (Electrical) subcontractors are:

c. Prequalified Specialty Work (Mechanical) subcontractors are:

d. Prequalified Specialty Work (Pile Installation) subcontractors are:

02A The Project consists of constructing several buildings and structures; backland and site improvements; and demolition of the existing Administration Building and Main Gate within the Rear Berths 136-139, in accordance with Drawing Nos. 1-2654 and 1-2666. The Administration Building (Drawing No. 1-2654AD) has been designed to achieve a Leadership in Energy and Environmental Design (LEED) Gold rating certification from the U.S. Green Building Council.

03 Project Drawings and Specifications containing all information and forms will be furnished on compact disc from the Port of Los Angeles Administrative Offices, Construction Division, Contract Administration Section, Third Floor, 425 South Palos Verdes Street, San Pedro, CA 90731 upon payment of -0- for each set. Payment, if required, shall be made at the fourth floor cashier's window prior to picking up the Contract Documents. This payment is not refundable. For information concerning bids, call Contract Administrator at (310) 732-3522.

04 A pre-bid conference will be held on _____, 2012 at 9 a.m. at the Port of Los Angeles Administrative Offices, Conference Room 316 located at 425 South Palos Verdes Street, San Pedro, California. Matters relating to the submittal of bids and other contents of the Specification will be discussed. A job site walk inside the facilities will be available for the Bidders after the scheduled pre-bid conference.

05 Bids must be returned to the Port of Los Angeles Administrative Offices, Construction Division Contract Administration Section, Third Floor, 425 South Palos Verdes Street, San Pedro, CA 90731 at or before 2:45 p.m. (PST/PDT) on _____ 2012 at which time they will be publicly opened and declared at a location designated. Bidders are cautioned that security measures for building entry may consume a significant amount of time. Bidders are encouraged to take this factor into account when submitting bids.

06 Submit bids on forms provided for that purpose. Bids submitted in person shall be enclosed in a sealed envelope plainly marked with the specification number and title set forth in Paragraph 01 of this Section. Bids submitted by mail shall be addressed to the Port of Los Angeles Administrative Offices, Construction Division, Contract Administration Section, Third Floor, 425 South Palos Verdes Street, San Pedro, CA 90731. The mailing envelope shall be clearly identified as containing a bid and shall bear the specification number and title set forth in Paragraph 01 of this Notice. Electronically transmitted bids will not be accepted.

07 Each bid must be accompanied by a check certified by a responsible financial institution, or a cashier's check issued by a responsible financial institution, or by a satisfactory bid bond, payable to the order of the City of Los Angeles Harbor Department, for an amount not less than 10 percent of the aggregate sum of the bid, as a guarantee that the Bidder will enter into the Contract if awarded, and furnish the required bonds. Bid bond 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.

08 The provisions of Sections 10.8 through 10.11 and 10.13 of the Los Angeles Administrative Code pertaining to nondiscrimination and affirmative action will be a part of said Contract. Portions of these provisions are summarized in Subsection 00030.03 of the BIDDING DOCUMENTS Section and set forth requirements the Bidder must acknowledge in the bid and set forth what must be submitted by the Bidder with the bid.

09 The City of Los Angeles Harbor Department is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at the Port of Los Angeles in a manner that reflects the diversity of the City of Los Angeles. The Port of Los Angeles Small Business Enterprise Program (SBEP or the "Program") as defined in Subsection 00030.08 of the BIDDING DOCUMENTS Section was created to provide additional opportunities for small businesses to participate in any and all contracts. It has been determined that based on the work to be performed in this Contract, the Small Business Enterprise participation shall be a minimum of 25%, of which ___ % shall be Very Small Business Enterprise participation.

10 The apparent low Bidder shall submit the following documents within 4 business days after bid opening. Information from other Bidders will be requested only if they are being considered for an Award of Contract. Other Bidders shall submit this information within 4 business days of receiving a written request from the Engineer.

a. Ethnic Composition of Total Work Force form for each subcontractor.

b. Contractor Description form.

c. Subcontractor/Supplier Ownership Affidavit for each subcontractor.

d Affirmative Action Plan forms for each subcontractor.

e. Electrical Safety Policy form.

11 The Contract may be awarded at any time during a period of 90 Calendar Days after date of bid opening. The right is reserved to reject any and all bids.

12 The successful Bidder shall possess an active Class A or B California Contractor's License at the time of Award.

13 The successful Bidder shall, within 14 days after Notice of Award, provide acceptable bonds and insurance on the forms provided as required in the CONTRACT Section and GENERAL CONDITIONS Section.

14 The successful Bidder shall, within 30 days after Notice of Award, enter into the written Contract.

15 A performance bond in the amount of the full contract price shall be provided. A payment bond in the amount of 100 percent of the contract price shall also be provided in case of an award in excess of $25,000. Performance bond and payment bond 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. Bidders may be eligible for participation in the City's Bond Assistance Program (Subsection 00022.19).

16 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 this Specification has been determined by the Director of the Department of Industrial Relations of the State of California pursuant to the provisions of the Labor Code of the State of California. Copies of the applicable Determinations by the said Director are on file in the Construction Division and are hereby incorporated and made a part hereof as though the same were fully set forth in this Section. 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.

17 In accordance with the Board of Harbor Commissioners' Resolution No. 6315, Electrical Safety Policy, adopted October 27, 2004, the successful Bidder shall comply with the required qualifications for jobsite workers, as specified in BASIC ELECTRICAL MATERIALS AND METHODS Section, PART 1, "Quality Assurance" Article, Paragraph B, "Jobsite Workers" and subparagraphs.

18 The Board of Harbor Commissioners 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 10.8.2.1. et seq. of the Los Angeles Administrative Code) as a policy of the Harbor Department. Contractor shall comply with the policy detailed in Section 00030.07 Equal Benefits Ordinance Compliance Form.

19 In accordance with the Board of Harbor Commissioners' resolution No. 11-7098, Approval of the Port-Wide Project Labor Agreement (PLA) and the Construction Careers Policy, adopted March 17, 2011, included in Appendix "J" of the Specification, Contractor and subcontractors, prior to start of Work, shall sign a Letter of Assent (Attachment A of Appendix "J") agreeing to the terms of the PLA. Contractor shall further comply with the terms of Attachment "B" (Testing Policy for Drug Abuse) and fill out Attachment "C" (Request/Verification for Craft Employees) during the course of the Project.

20 The Harbor Department encourages a cooperative partnering relationship with the Contractor in order to effectively complete the Contract to the benefit of both parties. The partnering will be structured to identify and achieve reciprocal goals. It will focus on good communication and creative cooperation to resolve problems in a timely, professional, and non-adversarial manner. The objective is to provide a quality project, safely, on time and within budget so that all are proud to contribute. The establishment of a partnering relationship will not change or modify the terms and conditions of the Contract, will not waive any rights or remedies of the parties and will not relieve either party of the legal requirements of the Contract. The word "partnering" as used in this Paragraph denotes a facilitation concept and does not create a partnership or joint venture between the parties. A 1-day initial partnering workshop followed by quarterly follow up partnering sessions will be conducted during the duration of the Contract. The cost of the partnering will be shared by the Department and Contractor as follows: The Department will pay for the facilitator, and the Contactor will pay for all other costs associated with the partnering sessions including, but not limited to, the facility, lodging, meals, and other incidentals.

21 Submit questions to Donna Enfiajian at DEnfiajian@portla.org. Questions submitted less than 2 working days before bid opening may or may not be answered as time permits. Responses to questions will be posted on the Department's website, www.portoflosangeles.org. Select the "Business tab", then "Construction Specs" from the drop down menu, and then select the specification number. The responses to questions may be updated at any time prior to the day bids are due. This will be the only means used to communicate with Bidders other than by addendum. The Department assumes no liability for Bidder's failure to attend the pre-bid conference or to review the website to obtain responses to Bidder's questions.

GERALDINE KNATZ, Ph.D.
Executive Director

Dated _____

TABLE OF CONTENTS

SECTION	TITLE	PAGES
00060	CONTRACT	1-7
1.1	Contract Documents	1
1.2	Work to be Done	1
1.3	Contract Time	2
1.4	Liquidated Damages	2
2.1	Payments to Contractor	2
3.1	Quality of Services	3
3.2	Indemnification and Insurance	3-4
3.3	Compliance with Laws	4
4.1	Binding Effect	4
4.2	Notices	4
4.3	Relationship of Parties	5
4.4	Entire Agreement	5
4.5	Legal Justification and Recourse	5
4.6	Time of Essence	5
4.7	Labor Code Section 1861	5
4.8	Assignment of Certain Causes of Action	6
4.9	Termination Due to Non-Appropriation of Funds	6
5.0	Signatures	7
00070	PERFORMANCE BOND	1
00074	PAYMENT BOND	1-2
00078	AFFIDAVITS OF COMPLETION	1-5
00660	SBE/VSBE/MBE/WBE/OBE INFORMATION	1-3
.01	Contractor Description Form	
.02	Subcontractor/Supplier Ownership Affidavit	
00860	CONTRACT DRAWINGS	1-22

TABLE OF CONTENTS

SECTION	TITLE	PAGES
	VOLUME 1 OF 2	
00012	NOTICE INVITING BIDS	1-4
00022	INFORMATION FOR BIDDERS	1-9
.01	General	1
.02	Form of Proposal	1
.03	Proposal Irregularities and Alterations	1
.04	Additional Descriptive Matter	1
.05	Proposal Signature(s)	1-2
.06	Proposal Guaranty	2
.07	Affidavit of Noncollusion	2
.08	Federal Excise Tax	3
.09	Retail Sales or Use Tax	3
.10	Duties	3
.11	Withdrawal of Bid	3
.12	Interpretations and Addenda	3
.13	Bidders to Investigate	4
.14	Existing Information	4
.15	Subcontracts	4
.16	Affirmative Action Plan Relative to Minority Workers Utilization	5
.17	Small, Very Small, Minority, Women, and Other Business Enterprise (SBE/VSBE/MBE/WBE/OBE)	5
.18	Award of Contract	6
.19	Bond Assistance Program	6
.20	Release of Public Records	6
.21	Business Tax	7
.22	Bidders Check List	7-9
00030	BIDDING DOCUMENTS	1-42
.01	Bid Bond	1
.02	Affidavit of Noncollusion	2
.03	Nondiscrimination/Equal Employment Practices/ Affirmative Action Certification	3-5
.04	Ethnic Composition of Total Work Force - LAHD Project	6
.05	Affirmative Action Program	7-10
.06	Los Angeles City Affirmative Action Plan - Requirements For Construction Contracts Relative to Minority Workers Utilization	11-15
.07	Equal Benefits Ordinance Compliance Form	16-19
.08	Small Business Development Program (SBEP)	20-23
.09	Contractor Ownership Affidavit	24
.09A	Subcontractor Information	25-26
.09B	Monthly Subcontractors Monitoring Report	27-28
.10	Proposal	29-31
.11	Proposal Schedule	32-42

TABLE OF CONTENTS

SECTION	TITLE	PAGES
	DIVISION 1 - GENERAL REQUIREMENTS	
01000	GENERAL CONDITIONS	1-44
.01	Abbreviations and Definitions	1-4
.02	Time for Submittal of Bonds	4
.03	Performance Bond	4
.04	Payment Bond	4
.05	Worker's Compensation	5
.06	Liability and Protection and Indemnity Insurance	5-6
.07	Responsibility for Loss	6
.08	All Risk Builder's Risk/Installation Floater	7
.09	Insurance Documents and Submittals	7-8
.10	Prevailing Wages	8-9
.11	Wage and Earning Assignment Orders/ Notices of Assignments	9
.12	Working Hours	9
.13	Apprentice Utilization on Public Works	9
.14	Nondiscrimination Clause	10
.15	Board Right to Terminate Contract	10-11
.16	Assignments	11
.17	Cancellation for Default	12-13
.18	Other Contracts	13-14
.19	Contract Documents Complementary	14
.20	Precedence of Documents	14-15
.21	Standard Specifications	15
.22	Reference Specifications	15
.23	Copies of Contract Documents Furnished	15
.24	Responsibility of Costs and Materials	15
.25	Shop Drawings and Materials Samples	16-17
.26	Source Inspections and Samples for Testing	17-18
.27	Defective Materials and Construction	18-19
.28	Protection of Materials	19
.29	Authority of Engineer	19
.30	Subsurface Data and Physical Conditions	20
.31	Protection of Existing Utilities	21
.32	Harbor Datum	21
.33	Survey and Staking	21-22
.34	Inspection of Work	22

TABLE OF CONTENTS

SECTION	TITLE	PAGES
.35	Superintendence	22
.36	Character of Workers and Discipline Among Employees	23
.37	Changes in the Work	23
.38	Authority for Adjustments	24-25
.39	Cost-Plus Change Order Work	25-26
.40	Force Account Work	26
.41	Request for Additional Compensation	27
.42	Emergency Work	27
.43	Temporary Suspension of Work	28
.44	Unauthorized Work	28
.45	Contractor to Abide by All Laws	28
.46	Explosives	29
.47	Proprietary Names and Substitutions	29-30
.48	Patent Rights	30
.49	Housekeeping and Site Maintenance	30-31
.50	Protection of Harbor Waters	31
.51	Site Security	31
.52	Public Convenience and Protection	31-32
.53	Temporary Utilities	32
.54	Sanitation	32
.55	Railroad Tracks	32
.56	Construction Schedule	33
.57	Extensions of Time and Compensable Delays	33-35
.58	Liquidated Damages	35-36
.59	Partial Acceptance and Use	36-37
.60	Partial Payments	37-39
.61	Acceptance and Final Payment	39-40
.62	Affidavit of Completion	40
.63	Guarantee	41
.64	No Personal Liability	41
.65	No Estoppel	42
.66	Potentially Significant Cultural Material	42
.67	State Tidelands Grant	42
.68	Responsibility for Subcontractors	43
.69	Contractor's Liability for Hazardous Wastes or Hazardous Substances	43-44
01000A	SUPPLEMENTARY CONDITIONS	1

TABLE OF CONTENTS

SECTION	TITLE	PAGES
	DIVISION 01 - GENERAL REQUIREMENTS	
01 11 00	Summary of Work	1-2
01 14 13	Location and Access	1
01 14 19	Site Conditions	1-2
01 31 13	Coordination	1-7
01 31 25	Internet-Based Project Collaboration	1-2
01 32 16	Construction Schedules	1-12
01 32 24	Surveying and Field Engineering	1-5
01 35 44	Environmental Construction Requirements	1-13
01 41 00	Regulatory Requirements	1-15
01 52 14	Field Offices	1-11
01 74 20	Construction and Demolition Waste Management	1-18
01 78 39	Project Record Documents	1-2
01 81 13	Sustainable Design Requirements	1-9
01 89 00	Site Construction Performance Requirements	1-4
01 91 00	Commissioning	1-40
	DIVISION 02 – EXISTING CONDITIONS	
02 00 01	Basic Site Materials and Methods	1-6
02 41 17	Structures Demolitions and Removals	1-6
02 61 14	Excavating, Stockpiling, and Disposing of Chemically Impacted Soil	1-14
02 82 13	Asbestos Abatement	1-33
02 83 00	Lead Remediation	1-30
	DIVISION 03 – CONCRETE	
03 30 00	Cast-In-Place Concrete	1-20
03 40 00	Precast Concrete	1-3
	DIVISION 04 – MASONRY	
04 22 00	Concrete Unit Masonry	1-9
	DIVISION 05 – METALS	
05 05 14	Treating Damaged Galvanizing	1-2
05 05 24	Structural Welding	1-11
05 12 23	Structural Steel For Buildings	1-19
05 12 24	Structural Steel Tests and Inspections	1-5
05 30 00	Metal Decking	1-8
05 40 00	Cold-Formed Metal Framing	1-6
05 50 00	Metal Fabrications	1-8
05 50 01	Guard Posts	1-2

SECTION	TITLE	PAGES
05 51 00	Metal Stairs	1-11
05 52 01	Metal Handrails and Railings	1-6
05 73 17	Decorative Aluminum Panel Rails and Railings	1-11
	DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES	
06 10 53	Miscellaneous Rough Carpentry	1-6
	DIVISIONS 07 – THERMAL AND MOISTURE PROTECTION	
07 13 01	Sheet Membrane Waterproofing	1-5
07 18 01	Traffic-Bearing Roof Deck Surfacing	1-4
07 19 00	Water Repellents	1-5
07 21 00	Thermal Insulation	1-5
07 26 14	Underslab Vapor Barriers	1-4
07 27 01	Air and Vapor Barriers	1-5
07 41 13	Metal Roof Panels	1-8
07 42 13	Metal Wall Panels	1-6
07 46 17	Aluminum Faced Composite Panels	1-9
07 51 13	Built-Up Asphalt Roofing	1-16
07 53 00	Elastomeric Membrane Roofing	1-18
07 60 00	Flashing and Sheet Metal	1-21
07 65 00	Flexible Flashing	1-5
07 72 00	Roof Accessories	1-7
07 81 16	Cementitious Fireproofing	1-7
07 84 01	Firestopping and Smokestopping	1-5
07 92 00	Joint Sealants	1-8
	DIVISION 08 – OPENINGS	
08 11 13	Hollow Metal Doors and Frames	1-8
08 14 00	Wood Doors	1-6
08 31 01	Access Panels	1-3
08 41 00	Aluminum Entrance Doors and Frames	1-5
08 41 13	Aluminum Framed Entrances and Storefront	1-12
08 44 13	Glazed Aluminum Curtain Walls	1-12
08 51 13	Aluminum Windows	1-10
08 71 00	Door Hardware	1-6
08 80 00	Glazing	1-11
08 90 00	Louvers and Vents	1-8
	DIVISION 09 – FINISHES	
09 21 00	Gypsum Board Shaft Wall Systems	1-6
09 22 16	Non-Structural Metal Framing	1-5
09 24 00	Portland Cement Plastering	1-13
09 29 00	Gypsum Board	1-9

TABLE OF CONTENTS

SECTION	TITLE	PAGES
09 30 00	Ceramic Tiling	1-8
09 51 00	Acoustical Ceilings	1-7
09 65 00	Resilient Flooring	1-5
09 65 13	Resilient Base and Accessories	1-5
09 66 00	Terrazzo Flooring	1-9
09 68 13	Tile Carpeting	1-7
09 90 00	Painting and Coating	1-9
09 96 00	High Performance Coating	1-10
09 96 20	Corrosion Control	1-5
09 96 23	Graffiti-Resistant Coatings	1-4
09 67 23	Resinous Flooring	1-6
	DIVISION 10 – SPCIALTIES	
10 14 00	Signage	1-10
10 21 13	Toilet Compartments	1-3
10 26 14	Wall and Corner Guards	1-5
10 28 13	Toilet Accessories	1-4
10 44 14	Fire Extinguishers and Cabinets	1-3
10 70 01	Aluminum Sun Shade System	1-4
10 75 00	Flagpoles	1-4
10 81 13	Bird Control Devices	1-2
10 88 01	Concrete Deck Motor	1-9
	DIVISION 11 - EQUIPMENT	
11 12 33	Parking Gates	1-4
	DIVISION 12 – FURNISHINGS	
12 30 00	Casework	1-9
12 48 13	Entrance Floor Mats and Frames	1-4
	DIVISION 13 – SPECIAL CONSTRUCTION	
	Not Used	
	DIVISION 14 – CONVEYING EQUIPMENT	
14 21 00	Electric Traction Elevators	1-22
	DIVISION 15 THROUGH 20	
	Not Used	

TABLE OF CONTENTS

SECTION	TITLE	PAGES

VOLUME 2 OF 2

DIVISION 21 – FIRE SUPPRESSION

21 13 00	Fire Suppression Sprinkler System	1-7

DIVISION 22- PLUMBING

22 05 00	Basic Materials and Methods – Plumbing (Without Seismic)	
22 05 01	Plumbing	1-9
22 07 00	Plumbing Insulation	1-11
22 21 13	Plumbing Piping, Valves, and Specialties	1-23
22 40 00	Plumbing Fixtures	1-5

DIVISION 23 – HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

23 00 01	Basic Mechanical Materials and Methods	1-19
23 05 13	Common Motor Requirements for HVAC Equipment	1-5
23 05 29	Hangers and Support	1-17
23 05 48	Vibration and Seismic Controls for HVAC Piping and Equipment	1-11
23 05 53	Identification for Piping and Equipment	1-12
23 05 93	Testing, Adjusting, and Balancing (TAB) for HVAC	1-38
23 07 13	Duct Insulation	1-19
23 07 16	HVAC Equipment Insulation	1-11
23 11 00	Facility Fuel Piping	1-11
23 11 13	Facility Fuel-Oil Piping	1-35
23 21 13	Hydronic Piping	1-15
23 21 23	Hydronic Pumps	1-8
23 25 00	HVAC Water Treatment	1-11
23 31 13	Metal Ducts	1-19
23 33 00	Air Duct Accessories	1-17
23 34 16	Centrifugal HVAC Fans	1-11
23 36 00	Air Terminal Units	1-6
23 37 13	Diffusers, Registers, and Grilles	1-7
23 41 00	Panel Air Filters	1-6
23 52 33	Water Tube Boilers	1-10
23 74 13	Packaged HVAC Units	1-9
23 81 23	Computer Room Air-Conditioning Units	1-14
23 81 26	Split-System Air-Conditioning Units	1-6

DIVISION 24 THROUGH 25

Not Used

TABLE OF CONTENTS

SECTION	TITLE	PAGES
	DIVISION 26 – ELECTRICAL	
26 00 01	Basic Electrical Materials and Methods	1-11
26 01 27	Field Test	1-3
26 05 00	Common Work Results for Electrical	1-8
26 05 19	600 Volts or Less Wiring System	1-4
26 05 26	Grounding and Bonding System	1-4
26 05 33	Raceway and Boxes	1-9
26 05 34	Outlet, Junction, and Pull Boxes	1-2
26 05 35	Concrete Pull Boxes	1-3
26 05 36	Pathways for Communications Systems	1-17
26 05 44	Rigid Galvanized Steel Conduit	1-4
26 05 45	PVC Conduit	1-3
26 05 75	Electrical Backboard	1
26 12 00	Transformers	1-2
26 24 13	Low Voltage Switch Board	1-6
26 24 16	Panel Boards	1-3
26 27 13	Service Meter	1
26 27 26	Wiring Devices	1-4
26 50 00	Lighting	1-5
26 51 13	Interior Luminaires	1-3
26 56 13	High Mast Poles	1-8
26 56 14	Steel Light Pole	1-2
26 56 59	Outdoor Light Fixtures	1-4
26 56 59	Site Lighting	1-4
	DIVISION 27 THROUGH 30	
	Not Used	
	DIVISION 31 – EARTHWORK	
31 00 00	Earthwork	1-14
31 23 33	Trenching and Backfilling	1-6
31 50 01	Excavation Safety Requirements	1-2
31 62 13	Prestressed Concrete Piles	1-40
31 62 14	Indicator Pile Testing	1-7
	DIVISION 32 – EXTERIOR IMPROVEMENTS	
32 01 13	Slurry Seal	1-5
32 01 16	Cold Planing Existing Pavement	1-3
32 11 01	Base Courses	1-4
32 12 16	Asphalt Concrete Paving	1-9
32 17 13	Parking Barriers	1-2
32 17 23	Pavement Markings	1-4
32 31 13	Chain Link Fences and Gates	1-11

SECTION	TITLE	PAGES
32 84 00	Planting Irrigation	1-20
32 90 01	Planting and Landscaping	1-37

DIVISION 33 – UTILITIES

33 05 27	Detection Tape	1-2
33 10 01	Water Distribution	1-9
33 30 00	Sanitary Sewerage	1-2
33 40 00	Storm Drainage	1-4
33 51 00	Gas Distribution System	1-6

DIVISION 34 THROUGH 49

Not Used

SECTION TITLE PAGES

Appendix "A"

Construction General Permit and Stormwater Pollution Prevention Plan (SWPPP)

Appendix "B"

Standard Plans

Appendix "C"

Department Stockpile Location

Appendix "D"

Electrical Safety Policy – Implementation Plan

Appendix "E"

Geotechnical Reports

Appendix "F"

Sample Railroad Work Plan

Appendix "G"

Sample Mitigation Monitoring and Reporting Program Documentation Forms

Appendix "H"

Volatile Organic Compounds (VOC) Content

Appendix "I"

Methane Hazard Mitigation

Appendix "J"

Project Labor Agreement (PLA)

Appendix "K"

Asbestos Survey – Locations of Asbestos Containing Materials (ACMs)

Appendix "L"

Lead Survey – Locations of Lead Based Paint Materials

08 FEDERAL EXCISE TAX

a Prices quoted by the Bidder shall be exclusive of federal excise taxes pursuant to exemption of political subdivisions of a State under federal law.

b The City, when requested, will furnish the Contractor a Certificate of Exemption from federal excise tax covering materials and equipment to be furnished pursuant to the Specification.

09 RETAIL SALES OR USE TAX

a Purchases under the Specification are subject to the full application of California State and Los Angeles City and County sales or use tax.

b Prices quoted in the BIDDING DOCUMENTS Section shall be construed as including all applicable taxes regardless of whether or not sales or use tax is stated separately by the Bidder.

10 DUTIES

a Prices quoted by the Bidder shall include all applicable duties, including import duties.

11 WITHDRAWAL OF BID

a A Bidder may withdraw a bid, without prejudice, provided a written request is in the hands of the Engineer not later than the date and time set for opening bids. The bid will be set aside prior to the opening of bids and returned to the Bidder unopened.

12 INTERPRETATIONS AND ADDENDA

a Should a prospective Bidder find discrepancies in, or omissions from the Specifications or other Contract Documents, or should there be doubt as to their intended meaning, the Bidder may submit to the Engineer a written request for an interpretation and clarification. The Bidder submitting the request is responsible for the prompt delivery and timeliness of any such request.

b Any interpretation of or change in the Contract Documents will be made only by addendum issued to each person or entity to whom Specifications have been issued, and shall become a part of any contract awarded. City will not be responsible for any oral or other explanations or interpretations. Receipt of any such addenda by the Bidder must be acknowledged on the Proposal form in the space provided.

13 BIDDERS TO INVESTIGATE

a The Bidder's submittal of a bid constitutes its acknowledgement that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the Specifications. The submission of the bid will constitute prima facie evidence that the Bidder has made such examination.

14 EXISTING INFORMATION

a The Engineer will make available to all prospective Bidders, prior to the receipt of bids, all information in possession of the Department as to subsoil conditions in the vicinity of the Work, topographical maps, or other information that might assist the Bidder in properly evaluating the amount and character of the work that may be required. Any additional subsurface exploration shall be done at Bidder's expense.

15 SUBCONTRACTS

a Section 10.14 (as amended) of the Los Angeles Administrative Code requires each Bidder to submit with the bid the names and addresses of subcontractors whose work will be in excess of one-half of 1 percent of the Bidder's total bid or $10,000, whichever is greater, and shall indicate that portion of the work which will be done by each subcontractor so listed. The successful Bidder shall make no substitutions of subcontractors so listed except as provided for in said ordinance. For the purpose of Article 15, the terms and definitions of Section 10.14 (as amended) of the Los Angeles Administrative Code shall apply.

b Not more than 50 percent of the monetary value of the Work shall be subcontracted. The listing of more than 50 percent may result in the rejection of the bid.

c The Bidder shall be fully responsible to the City for its acts and/or omissions and for the acts and/or omissions of persons directly employed by the Bidder. Additionally, the Bidder shall be fully responsible to the City for the acts and/or omissions of subcontractors and of persons or entities either directly or indirectly employed by subcontractors. Nothing contained in the Contract Documents shall create or be construed as creating a contractual relationship between any subcontractor of the Bidder and the City.

d Each Bidder must complete, sign, notarize, and submit as part of the bid the Contractor Ownership Affidavit and Subcontractor Information form included in the Specification as Subsections 00030.09 and 00030.09A of the BIDDING DOCUMENTS Section.

16 AFFIRMATIVE ACTION PLAN RELATIVE TO MINORITY WORKERS UTILIZATION

a Bidders and their subcontractors must comply with mandatory provisions pertaining to non-discrimination in employment and affirmative action in hiring employees in the performance of work on certain City contracts as set forth in Sections 10.8, 10.11 and 10.13 of the Los Angeles Administrative Code.

b Each Bidder must complete, sign, and submit with the bid, either the affirmative action plan included in the Specification as Subsection 00030.06 of the BIDDING DOCUMENTS Section or an Affirmative Action Plan at least equal to or better than the City Plan. The Award of Contract is contingent upon approval of the Bidder's Affirmative Action Plan by the Office of Contract Compliance of the City. Bidders shall require each of their subcontractors to complete and file an acceptable Affirmative Action Plan.

c The Affirmative Action Plan included in the BIDDING DOCUMENTS Section, when signed, will constitute and shall be established as the Bidder's Affirmative Action Plan in the absence of an alternate approved plan acceptable to the City.

d Each Bidder must complete and submit as a part of the bid the Ethnic Composition of Total Work Force form included as Subsection 00030.04 of the BIDDING DOCUMENTS Section.

17 SMALL, VERY SMALL, MINORITY, WOMEN, DISABLED VETERAN, AND OTHER BUSINESS ENTERPRISE (SBE/VSBE/MBE/WBE/DVBE/OBE)

a It is the policy of the City of Los Angeles to provide Small Business Enterprises (SBE) and Very Small Business Enterprises (VSBE), including Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprises (OBEs) an equal opportunity to participate in the provision of goods and services under the Contract. The Department strongly encourages the Contractor to include MBE, WBE, and DVBE participation to the fullest extent possible.

b To be eligible for an award of contract, each Bidder shall complete, sign, notarize, and submit as part of the bid the Contractor Ownership Affidavit and Subcontractor Information form included in the Specification as Subsections 00030.09 and 00030.09A of the BIDDING DOCUMENTS Section.

c The Contractor Ownership Affidavit and Subcontractor Information form when signed, will signify the Bidder's intent to comply with the Small Business Enterprise Program described in the Specification.

18 AWARD OF CONTRACT

a Award of Contract will be in accordance with the provisions of this Subsection.

1 Award of Contract, if award is to be made, will be to the lowest and best regular, responsible Bidder furnishing satisfactory security for its performance and complying with the Small Business Requirement.

2 The right is reserved to reject any and all bids, or to reject any item or items therein and to waive any informality in the bid.

b The Bidder to be awarded the Contract must be capable of performing the various items of Work bid upon. Bidders may be required to submit, before Award of the Contract, satisfactory evidence covering experience on similar work, a list of machinery, plant and other equipment available for the proposed work, and such statements of their financial resources as may be deemed necessary. If the available evidence of competency of any Bidder is not satisfactory, the bid of such Bidder will be rejected.

c City may reject bids which have prices shown on the proposal schedule that are obviously unbalanced.

d The bid of any party who has been delinquent or unfaithful in the performance of any former contract with the City may be rejected.

19 BOND ASSISTANCE PROGRAM

a The Bond Assistance Program (BAP) is designed to assist small, local, minority, women, and disadvantaged businesses in removing potential barriers of surety bonding by providing technical, administrative assistance, and other resources to these companies. For information on the BAP, please contact Paulette Williams, Merriwether and Williams Insurance Services, at (213) 258-3080; or Betty Walker at (213) 258-3083; or email bapla@imwis.com.

20 RELEASE OF PUBLIC RECORDS

a The City seeks to conduct its business publicly. The law generally provides that information given to the City is a public record. In limited circumstances, information such as trade secrets and certain financial data may be treated confidentially. Bidder should be aware that the information provided to the City may be available for public review. Therefore, information which Bidder desires to retain as confidential should not be produced unless expressly requested by City. If the City receives a request to produce such information, it will notify Bidder of such request. If Bidder instructs that the information not be released, the City will withhold the information provided Bidder expeditiously seeks and successfully obtains a court protective order to prevent such a release.

21 BUSINESS TAX

a In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate (BTRC) must be obtained and a business tax must be paid by every person engaged in business as a contractor in the City of Los Angeles. Contractor shall obtain a BTRC number and pay tax due to the Tax and Permit Division, Special Investigation Unit, of the City Clerk's Office, (213) 473-5901. The BTRC number must be clearly shown on all invoices submitted for payment.

22 BIDDERS CHECK LIST

a Please use the following checklist to verify BIDDING DOCUMENTS Section has been completed.

Please Check Here

1 PROPOSAL GUARANTY

(a) Is the amount at least 10% of the total bid? _____
(b) If surety bond, is it properly filled in and signed by surety? _____
(c) If certified or cashier's check, is it enclosed with bid? _____

2 AFFIDAVIT OF NONCOLLUSION

(a) Is affidavit properly filled in and signed? _____
(b) Is affidavit notarized? _____

3 NONDISCRIMINATION/EQUAL EMPLOYMENT PRACTICES/ AFFIRMATIVE ACTION CERTIFICATION

(a) Is certification completed and signed? _____

4 ETHNIC COMPOSITION OF TOTAL WORK FORCE

(a) Is the form completed? _____

00022.22 Cont'd.

Please Check Here

5 AFFIRMATIVE ACTION PLAN

(a) Is the City's Affirmative Action Plan completed and signed? _____
(b) If the Bidder is submitting its own Affirmative Action Plan, is the Plan enclosed with bid? _____
(c) Has Bidder required each of its subcontractors to complete and file an Affirmative Action plan? _____

6 EQUAL BENEFITS ORDINANCE COMPLIANCE

(a) Is the form completed and signed? _____

7 CONTRACTOR OWNERSHIP AFFIDAVIT

(a) Is affidavit properly filled in and signed? _____
(b) Is affidavit notarized? _____

8 SUBCONTRACTOR INFORMATION

(a) Has Bidder listed the name and business address of each applicable subcontractor? _____
(b) Has Bidder included the dollar amount in the appropriate column for each subcontractor? _____
(c) Has Bidder accurately described the work to be done by said subcontractor(s)? _____
(d) Has Bidder signed and dated the Subcontractor Information form? _____

9 PROPOSAL

(a) Has Bidder acknowledged receipt of addendum/addenda? _____
(b) Is Bidder's contractor's license number inserted in proposal along with its expiration date? _____
(c) Is proposal properly signed and dated? _____
(d) Has Bidder inserted its Tax Identification Number? _____
(e) Has Bidder identified the type of business and named the Partners or Corporate Officers? _____
(f) Has Bidder completed and signed the Headquarters Location Form? _____

10 PROPOSAL SCHEDULE

(a) Has Bidder filled in a price for each bid item? _____
(b) Has Bidder filled in a total for each bid item? _____
(c) Has Bidder filled in the Grand Total? _____

00022.22 Cont'd.

11 BIDDING DOCUMENTS

(a) Are all the pages set forth in the BIDDING DOCUMENTS Section included with the bid? _____

(b) Are the pages in correct numerical order? _____

01 BID BOND

*Bond portion of form need not be executed when bid is accompanied by a certified check or a cashier's check issued by a responsible financial institution.

WE, the undersigned principal and surety _____ acknowledge ourselves jointly and severally bound to the City of Los Angeles, in the sum of _____ dollars ($ _____) to be paid to said City if the foregoing bid shall be accepted and the proposed contract awarded to said Bidder, and said Bidder shall fail to execute the Contract and furnish and execute such bond(s) as are specified in the foregoing NOTICE INVITING BIDS Section; otherwise, this obligation be void.

Dated: _____, 20__.

Bidder's Name _____

By _____

_____

_____

(Surety) _____

(Surety) _____

NOTE: Surety must be in the form of a certified check, cashier's check, or a corporate surety bond. A personal surety bond is not acceptable. Annual bidder's bonds are acceptable. Cash is acceptable although not recommended.

If a check is submitted, state number _____

and amount $_____.

If an annual bid bond is used, state name of company _____
_____ bond number _____

and unencumbered amount _____.

02 AFFIDAVIT OF NONCOLLUSION

STATE OF _____
COUNTY OF _____
_____, being first duly sworn, composes and says that the Bidder is

_____
(insert "sole owner", "partner", "president", "secretary", or other proper title) of _____
_____
(insert name of Bidder)
who submits herewith to the City of Los Angeles the attached bid:

(1) That Bidder is the person whose name is signed to the hereto attached Proposal form; that said bid is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal was not made in the interest of or behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

(2) That the Bidder has not directly or indirectly by agreement, communication, or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract or any other bidder, or anyone else interested in the proposed contract; that the Bidder has not in any manner sought by collusion to secure an advantage over any other bidder.

(3) That prior to the public opening and reading of bids the said Bidder:

(a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid;

(b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said Bidder or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw bid;

(c) did not, directly or indirectly, submit the bid price entered on the attached Proposal Schedule form or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporations, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest in the business of said Bidder.

Signed:

_____
(Title)

Subscribed and sworn to before me
this ____day of_____, 20__
(Seal of Notary)

_____
Signature of Notary

03 NONDISCRIMINATION/EQUAL EMPLOYMENT PRACTICES/AFFIRMATIVE ACTION CERTIFICATION

A Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 requires entities doing business with the City to comply with a Nondiscrimination/Affirmative Action Program. (Refer questions regarding these requirements to the Bureau of Contract Administration, Office of Contract Compliance, Affirmative Action Section, at (213) 847-6480). In order to comply, it is necessary that the Bidder complete, sign, and return this Subsection with the bid:

1 The Contractor agrees to adhere to the following Nondiscrimination Clause:

a The Contractor agrees and obligates the company not to discriminate during the performance of the Contract against any employee or applicant for employment because of the employee's or applicant's race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition; and

b All subcontracts awarded under the Contract shall contain a like Nondiscrimination Clause.

2 The Contractor agrees to adhere to Equal Employment Practices provisions as outlined in LAAC Section 10.8.3 and the Affirmative Action Program as provided for in Subsection 00030.05.

a Designate a management level Equal Employment Opportunity Officer as provided for in Subsection 00030.03 Paragraph A5.

b Complete The Ethnic Composition Of Total Work Force-L.A.H.D. Project form as provided for in Subsection 00030.04, and

3 Sign and submit an Affirmative Action Plan. The Bidder must submit one of the two following plans:

a Plan A: Los Angeles City Affirmative Action Plan - Requirements For Construction Contracts Relative To Minority Workers Utilization as provided for in Subsection 00030.06 which is an approved plan requiring only signature of acceptance along with the Ethnic Composition Of Total Work Force LAHD Project form and submittal to be effective; or,

b Plan B: The Bidder's own Affirmative Action Plan for approval, which must contain at a minimum all of the elements of the City's Plan.

4 Subcontractors:

a The Contractor shall require the same documents indicated above to be submitted for subcontractors of any contract awarded by the City; and

b The Contractor shall be responsible for obtaining the Affirmative Action Plans from its subcontractors. Additional forms are available from the Office of Contract Compliance or the awarding authority.

5 Equal Employment Opportunity Officer:

Please be advised that _____
Name of Designee Title
is hereby designated as the Company's Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate, and enforce the Equal Employment and Affirmative Action Policies of this firm to ensure nondiscrimination in all of its employment practices. The Officer may be contacted at:

_____ ( ) _____
Work Address Telephone

6 Signed Certification - The Contractor by its signature affixed hereto declares under penalty of perjury that:

a The Contractor has read the Nondiscrimination Clause (Paragraph 00030.03A1) and certifies that it will adhere to the practices in the performance of all contracts;

b The Contractor has designated the Equal Employment Opportunity Officer as noted in Paragraph 00030.03A5;

c The Contractor has read the Affirmative Action Program, certifies that it will adhere to the practices in the performance of any contract and submits an Affirmative Action Plan. Indicate which plan is submitted:

☐ City Plan ☐ Company Plan

d The information contained herein is true and correct.

Company Name	Authorized Signature
Address	Name and Title (Type or Print)
City, County, State, Zip	Telephone Date

Section 00030
BIDDING DOCUMENTS
ETHNIC COMPOSITION
OF TOTAL WORK FORCE
(Construction)

04 ETHNIC COMPOSITION OF TOTAL WORK FORCE - L.A.H.D. PROJECT

Project Title: _____ Spec. No. 2663

Contractor _____

Indicate below the number of employees in each craft or work class for each of the ethnic groups listed below for firm's current total work force in Los Angeles County OR, IF NO EMPLOYEES, WRITE "NO EMPLOYEES AT THIS TIME" ACROSS THIS FORM.

CRAFT OR WORK CLASS	AFRICAN AMERICAN (BLACK)			HISPANIC			ASIAN/ PAC.IS.			NATIVE AMERICAN/ ALASKAN NATIVE			CAUCASIAN (NON-HISPANIC)			TOTAL EMPLOYEES			% MINORITY			GENDER	
	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	F	M
BRICK LAYERS STONEMASONS																							
ELECTRICIANS																							
GUNITE WORKERS																							
IRON WORKERS																							
LABORERS																							
OPERATING ENGINEERS																							
PAINTERS																							
PIPE TRADES																							
PLASTERERS & CEMENTMASONS																							
SHEET METAL WORKERS																							
TEAMSTERS																							
CARPENTERS																							
CLERICAL																							
SUPERVISORY																							
TOTAL																							

* J-Journey Level Workers **A-Apprentice ***T-Trainee not entered in an approved apprenticeship program.

Employment Statistics were obtained from:

	Available Records		Visual Check		Other (Specify) _____

05 AFFIRMATIVE ACTION PROGRAM

A During the performance of the Contract, the Contractor certifies and represents that the Contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

1 This provision applies to work or services performed or materials manufactured or assembled in the United States.

2 Nothing in this Subsection shall require or prohibit the establishment of new classifications of employees in any given craft, work, or service category.

3 The Contractor or subcontractor agrees to post a copy of its Nondiscrimination Certification hereof in conspicuous places at its place of business available to employees and applicants for employment.

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

C At the request of the awarding authority or the Office of Contract Compliance, the Contractor shall certify on an electronic or hard form to be supplied, that the Contractor has not discriminated in the performance of the Contract against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

D The Contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of the Contract, and on their or either of their request to provide evidence that it has or will comply therewith.

00030.05 Cont'd.

E The failure of the Contractor or subcontractor to comply with the Affirmative Action Program of the Contract may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor or subcontractor in accordance with the provisions of Section 22.359.3 of the Los Angeles Administrative Code.

F Upon a finding duly made that the Contractor or subcontractor has breached the Affirmative Action Program provisions of the Contract, the Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding-authority, and all monies due or to become due hereunder may be forwarded to and retained by the City. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works Office of Contract Compliance that the said Contractor or subcontractor is an irresponsible bidder pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such Contractor or subcontractor shall be disqualified from being awarded a contract with the City for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

G In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction that the Contractor or subcontractor has been guilty of a willful violation of the Fair Employment and Housing Act of California, or the Affirmative Action Program provisions of the Contract, there may be deducted from the amount payable to the Contractor or subcontractor by the City under the Contract, a penalty of TEN DOLLARS ($10) for each person for each calendar day on which such person was discriminated against in violation of the provisions of the Contract.

H Notwithstanding any other provisions of the Contract, the City shall have any and all other remedies at law or in equity for any breach hereof.

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

00030.05 Cont'd.

J The Contractor shall submit an Affirmative Action Plan which shall meet the requirements of this Subsection at the time it submits its bid to the City. The plan shall be subject to approval by the Office of Contract Compliance prior to Award of the Contract. The awarding authority may also require contractors and suppliers to take part in a pre-award conference in order to develop, improve, or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this Subsection shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the Contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the Contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the Contract is awarded.

1 Every contract or subcontract of $5,000 or more which may provide construction, demolition, renovation, conservation, or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

2 Contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature to the Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or Contractor may prepare and submit its own Affirmative Action Plan for approval.

K The Affirmative Action Plan required to be submitted hereunder and the pre-bid or pre-award conference which may be required by the Board of Public Works Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1 Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

2 Classroom preparation for the job when not apprenticeable;

3 Pre-apprenticeship education and preparation;

4 Upgrading training and opportunities;

5 Encouraging the use of contractors, subcontractors and suppliers of all ethnic groups, provided, however, that any contract subject to this ordinance shall require the Contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions, and practices generally observed in private industries in the Contractor's, subcontractor's, or suppliers' geographical area for such work;

00030.05 Cont'd.

6 The entry of qualified women, minority, and all other journeymen into the industry; and

7 The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

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

M Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-bid or pre-award conferences shall not be confidential and may be publicized by the Contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.

N This ordinance shall not confer upon the City of Los Angeles or any Agency, Board, or Commission hereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors, subcontractors, or suppliers engaged in the performance of City contract.

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

06 LOS ANGELES CITY AFFIRMATIVE ACTION PLAN - REQUIREMENTS FOR CONSTRUCTION CONTRACTS RELATIVE TO MINORITY WORKERS UTILIZATION

A Notwithstanding any other provision of Division 10, Chapter 1, Article 1, of the Los Angeles Administrative Code, to the contrary, every construction contract involving an expenditure in excess of $5,000 of City funds, except in cases of urgent necessity, as provided in Section 371 of the Charter of the City of Los Angeles and except as provided in Section 10.9(a), (b) and (c) of Division 10, shall contain by insertion therein, as part of the bid specifications, an Affirmative Action Plan substantially as follows and which by the Contractor's signature affixed thereto, shall constitute and be established as Contractor's Affirmative Action Plan.

1 Construction Contracts Included:

a The Contractor and the subcontractor will not be eligible for an award of a City Construction Contract in excess of $5,000, unless a written Affirmative Action Plan is submitted as part of its bid embodying both (1) anticipated levels of minority*, women and all other staffing utilization, and (2) specific affirmative action steps directed at applying good faith efforts in a nondiscriminatory manner to recruit and employ minority, women, and all other potential staff or is deemed to have submitted such a program pursuant to Paragraph 00030.06A3 of this Subsection. Both the anticipated levels and the affirmative action steps must be taken and applied in good faith and in a nondiscriminatory manner to attempt to meet the requirements of this Subsection for all trades which are to be utilized on the Project, whether subcontractor or not.

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

00030.06 Cont'd.

2 Anticipated Utilization:

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

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

3 An Affirmative Action Plan:

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

(1) The Contractor shall recruit and make efforts to obtain such employees through:

(a) Advertising employment opportunities in minority and other community news media,
(b) Notifying minority, women, and other community organizations of employment opportunities,
(c) Maintaining contact with schools with diverse population of students to notify them of employment opportunities,

00030.06 Cont'd.

(d) Encouraging present minority, women, and other employees to refer their friends and relatives,

(e) Promoting after school and vacation employment opportunities for minority, women, and other youth,

(f) Validating all employment specifications, selection requirements, tests, and the like,

(g) Maintaining a file of names and addresses of each minority and woman worker referred to the Contractor and what action was taken concerning such worker, and

(h) Notifying the appropriate awarding authority of the City and the Office of Contract Compliance in writing when a union with which the Contractor has a collective bargaining agreement has failed to refer a minority, woman, or other worker.

(2) The Contractor shall continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions, and layoffs are made in a nondiscriminatory manner so as to achieve and maintain a diverse work force.

(3) The Contractor shall utilize training programs and assist minority, women, and other employees in locating, qualifying for, and engaging in such training programs to enhance their skills and advancement.

(4) The Contractor shall secure cooperation or compliance from the labor referral agency to the Contractor's contractual affirmative action obligations.

(5) The Contractor shall establish a person at the management level of the contracting entity to be the company's Equal Employment Opportunity Officer; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

(6) The Contractor shall maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and shall make such records available to City, State, and Federal authorities upon request.

00030.06 Cont'd.

4 The Contractor and each subcontractor shall make a good faith effort with respect to apprenticeship and training programs to:

(a) Recruit and refer minority, women, and other employees to such programs;

(b) Establish training programs within the company or its association that will prepare minority, women, and other employees for advancement opportunities; and

(c) Abide by the requirements of the Labor Code of the State of California with respect to the provision of apprenticeship job opportunities.

5 The Contractor and each subcontractor shall establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all operations and contracts. Said policies shall be provided to all employees, subcontractors, vendors, unions, and all others with whom the Contractor may become involved in fulfilling any of its contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum, and shall be submitted with the bid to the appropriate awarding authority of the City and the Office of Contract Compliance of the City.

6 Where problems are experienced by the Contractor or the subcontractor in complying with affirmative action obligations, the Contractor shall document its good faith efforts to comply with the requirements by the following procedure:

(a) State what the Contractor attempted to do, how and on what date.

(b) State to whom the Contractor's efforts were directed.

(c) State the response received, from whom and date.

(d) State what other steps were taken or will be taken to comply and when.

(e) State why the Contractor has been or will be unable to comply.

7 The Contractor and each of its subcontractors shall complete and file for the subject Project an acceptable Affirmative Action Plan as specified below.

(a) Contractor shall submit its form with the bid.

(b) For each subcontractor, the Contractor shall submit the Affirmative Action Plan forms at the time required in the NOTICE INVITING BIDS (Section 00012.10).

8 The Contractor and each of its subcontractors shall complete (as directed on the form) and submit an Ethnic Composition of the Company's Total Work Force (by employees).

(a) The Contractor shall submit its form with the bid.

(b) For each subcontractor, the Contractor shall submit the Ethnic Composition of the Company's Total Work Force form at the time required in the NOTICE INVITING BIDS Section (00012.10).

00030.06 Cont'd.

9 No contract or subcontract shall be executed until the appropriate awarding authority of the City and the Federal funding agency (if Federal funds are involved), has determined in writing that such contractor or subcontractor has executed and filed with the awarding authority and the City Office of Contract Compliance its Affirmative Action Plan.

10 It shall be no excuse that the union with which the Contractor or the subcontractor has a collective bargaining agreement providing for referral, exclusive or otherwise, failed to refer minority, women, and other employees.

11 Subject to this Subsection, the Contractor and subcontractor shall execute such further forms and documentation at such times and as may be required by the appropriate awarding authority of the City of Los Angeles.

12 Where the Contractor or its subcontractor has failed to comply with the Affirmative Action requirements contained in this Subsection, any and all sanctions allowed by law may be imposed upon the Contractor or any subcontractor.

13 The Office of Contract Compliance within the Department of Public Works shall be responsible for administering the City's Contract Compliance Program in the manner described in Ordinance No. 141,559. (Section 22.359 through Section 22.359.5 of the Los Angeles Administrative Code.)

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

_____ _____

Officer's Signature Date

_____

Officer's Name and Title (Type or Print)

_____

Firm Name

07 EQUAL BENEFITS ORDINANCE COMPLIANCE FORM

A Administered by City of Los Angeles Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway, Suite 300, Los Angeles, CA 90015, Phone; (213) 847-2625, Fax: (213) 847-2772.

B Contractor must be certified as complying with Los Angeles Code Section 10.8.2.1, Equal Benefits Ordinance, prior to the execution of a City agreement. This form must be returned to the City department awarding the agreement.

00030.07 Cont'd.

EQUAL BENEFITS ORDINANCE COMPLIANCE FORM

City Dept. Awarding Contract: Harbor Contact/Phone: (310)-732-3522

SECTION 1. CONTACT INFORMATION

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Phone: _____ Fax: _____

I am a one-person contractor, and I have no employees. ☐Yes ☐ No *(if you answered "Yes," go to Section 3)*

Approximate Number of Employees in the United States: _____

Are any of your employees covered by a collective bargaining agreement or union trust fund? ☐ Yes ☐ No

SECTION 2. COMPLIANCE QUESTIONS

Has your company previously submitted a Compliance Form and all supporting documentation? ☐ Yes ☐ No

*If **Yes**, AND the benefits provided to your employees have not changed since that time, continue onto Section 3. If **No**, OR if the benefits provided to your employees have changed since that time, complete the rest of this form.*

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

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

00030.07 Cont'd.

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

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

- ☐ **a. Request additional time to comply with the EBO.** Provisional Compliance may be granted to Contractors who agree to fully comply with the EBO but need more time to incorporate the requirements of the EBO into their operations. Submit the Application for Provisional Compliance (OCC/EBO-3) and supporting documentation with this Compliance Form.

- ☐ **b. Request to be allowed to comply with the EBO by providing affected employees with the cash equivalent.** Your company must agree to provide employees with a cash equivalent. In most cases, the cash equivalent is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa. Submit a completed Application for Reasonable Measures Determination (OCC/EBO-2) and supporting documentation with this Compliance Form.

- ☐ **c. Comply on a Contract-by-Contract Basis.** Compliance may be granted on a contract-by-contract basis for those Contractors who have multiple locations in the U.S. but cannot comply with the EBO throughout the Contractor's operations. Indicate below the compliance category you are requesting:
  - ☐ Contractor has multiple operations located both within and outside City limits. Contractor will comply with the EBO only for the operation(s) located within City limits and for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected operation(s)/employees must be submitted.
  - ☐ Contractor has no offices within City limits but does have (an) employee(s) working on the City agreement located elsewhere in the United States. Contractor will comply with the EBO only for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected employee(s) must be submitted.

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

DECLARATION UNDER PENALTY OF PERJURY

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

Executed this _____ day of _____, in the year _____, at _____, _____
(City) (State)

_____ _____
Signature Mailing Address

_____ _____
Name of Signatory (please print) City, State, Zip Code

_____ _____
Title Federal ID Number

Form OCC/EBO-1 (Rev. 06/04)

00030.07 Cont'd.

DOCUMENTATION TO VERIFY COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE

Section 2 of the Equal Benefits Ordinance Compliance Form (Form OCC/EBO-1) requires that you submit supporting documentation to the Office of Contract Compliance to verify that all benefits marked in your response(s) are offered in a nondiscriminatory manner. This list is intended to be used only as a guide for the type of documentation needed.

Health, Dental, Vision Insurance: A statement from your insurance provider that spouses and domestic partners receive equal coverage in your medical plan. This may be in a letter from your insurance provider or reflected in the eligibility section of your official insurance plan document. Note that "domestic partner" includes same-sex as well as different-sex partners so that the definition of "domestic partner" contained in the plan document must include different-sex partners.

Pension/401(k) Plans: Documentation should indicate that participating employees may designate a beneficiary to receive the amount payable upon the death of the employee. Submit a blank beneficiary designation form.

Bereavement Leave: Your bereavement leave or funeral leave policy indicating the benefit is offered equally. If your policy allows employees time off from work because of the death of a spouse, it should also allow for time off because of the death of a domestic partner. If the policy allows time off for the death of a parent in-law or other relative of a spouse, it must include time off for the death of a domestic partner's equivalent relative.

Family Leave: Your company's Family and Medical Leave Act policy. All companies with 50 or more employees must offer this benefit. Your policy should indicate that employees may take leave because of the serious medical condition of their spouse or domestic partner.

Parental Leave: Your company's policy indicating that employees may take leave for the birth or adoption of a child. If leave is available for step-children (the spouse's child) then leave should also be made available for the child of a domestic partner.

Employee Assistance Program (EAP): The benefit typically refers to programs that allow employees and their family members access to counselors who provide short-term counseling and referrals to assist in dealing with issues such as family problems, addiction, and financial and legal difficulties. Your company's EAP policy must confirm that spouses, domestic partners and their parents and children are equally eligible (or ineligible) for such benefits. If provided through a third party, a statement from the third party provider regarding eligibility is required.

Relocation & Travel: Your company's policy confirming that expenses for travel or relocation will be paid on the same basis for spouses and domestic partners of employees.

Company Discounts, Facilities & Events: Your company's policy confirming that to the extent discounts, facilities (such as a gym) and events (such as a company holiday party) are equally available to spouses and domestic partners of employees.

Credit Union: Documentation from the credit union indicating that spouses and domestic partners have equal access to credit union services.

Child Care: Documentation that the children of spouses (step-children) and children of domestic partners have equal access to child care services.

Other Benefits: Documentation of any other benefits listed to indicate that they are offered equally.

Form OCC/EBO-1 (Rev. 01/15/04)

08 SMALL BUSINESS ENTERPRISE PROGRAM (SBEP)

A POLICY STATEMENT

The City of Los Angeles Harbor Department is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at the Port of Los Angeles in a manner that reflects the diversity of the City of Los Angeles. The Port of Los Angeles Small Business Enterprise Program (SBEP or the "Program") was created to provide additional opportunities for small businesses to participate in any and all contracts. An overall Department goal of 25% small business participation, 5% of which shall be very small business enterprises, has been established for the Program. The specific small business participation goal or requirement for each contract to be let may be higher or lower based on the scope of work.

It is the policy of the Harbor Department to solicit participation in the performance of all service contracts by all individuals and businesses, including but not limited to, small business enterprises (SBEs), very small business enterprises (VSBEs), women-owned businesses (WBEs), minority-owned businesses (MBEs), and disabled veterans business enterprises (DVBE). The Program will allow the Department to target more effectively small and very small business participation (including MBEs, WBEs, and DVBEs). It is also the intent of the Department to make it easier for small and very small businesses to participate in Department contracts by providing education and assistance on how to do business with the City, including, but not limited to, ensuring that payments to small and very small businesses are processed in a timely manner.

The City's Contracts Management and Opportunities Database, the Los Angeles Business Assistance Virtual Network (LABAVN) is a free service provided by the Mayor's Office of Economic Development and the Minority Business Opportunity Committee. LABAVN is available as a reference to up-to-date certified subcontractors and suppliers to complement their project bid. Prior to being awarded a contract with the Harbor Department, all contractors, subcontractors, and suppliers must be registered on the City's Contracts Management and Opportunities Database, LABAVN, at http://www.labavn.org.

For information regarding LABAVN and general outreach questions, please contact the Department's Contracts and Purchasing Division at (310) 732-3890.

B SMALL BUSINESS REQUIREMENT

The SBEP, which has a very small business enterprise component, is a results-oriented program, requiring contractors who receive contracts from the Department to perform outreach and utilize certified small and very small businesses.

Any bid submitted which fails to meet the small and very small business requirement as shown in the Notice Inviting Bids Section will result in rejection of the bid. If no bids are submitted that meet the small and very small business participation identified above, all bids will be rejected by the Department.

For purposes of calculating small and very small business participation in order to meet the requirement, the following shall apply:

1. Percentage of total contract dollars (less Allowance Item totals) to be paid to SBE and VSBE subcontractors and suppliers.
2. If the prime contractor is an SBE, or VSBE, small or very small business participation is shown as 100%.
3. 100% of payments to SBE or VSBE truckers and suppliers.

Definitions:

Small Business Enterprise (SBE): The Harbor Department defines a SBE as an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121, generally meeting SBA established size standards for most industries in the economy. Size standards can be accessed on the SBA Website at www.sba.gov/ca/la.

Very Small Business Enterprise (VSBE): The Harbor Department defines a VSBE based on the State of California's micro-business definition which is (1) a small business that has average annual gross receipts of $3,500,000 or less within the previous 3 years, or (2) a small business manufacturer with 25 or fewer employees.

A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at least 51% of the business. A Woman Business Enterprise (WBE) is defined as a business in which a woman owns and controls at least 51% of the business. For the purpose of this Project, a minority includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
(4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

A Disabled Veteran Business Enterprise (DVBE) is defined as a business in which a disabled veteran owns at least 51 percent of the business, and the daily business operations are managed and controlled by one or more disabled veterans.

An OBE (Other Business Enterprise) is any enterprise that is not a SBE, VSBE, DVBE, MBE or WBE.

The Bidder shall be responsible for determining the SBE and VSBE status of its subcontractors and suppliers for purposes of meeting the small and very small business requirements. Department Contracts and Purchasing staff will be available to assist the Bidders in obtaining accurate information from its subcontractors and suppliers. All business participation will be determined by the percentage paid to SBEs and VSBEs of the total amount of compensation under the Agreement.

Contract Requirements:

The Bidder shall complete, sign, notarize, and submit as part of the bid the Contractor Ownership Affidavit and the Subcontractor Information form included in the Specification as Subsections 00030-9 and 00030-9A with a complete description of work or supplies to be provided by each and the dollar amount of each such transaction. The apparent low bidder shall complete, sign, notarize, and submit the Subcontractor/Supplier Ownership Affidavit and Contractor Description Form included in the Specification as Subsection 00660 for each subcontractor by the time required in the NOTICE INVITING BIDS Section (00012.10) with a complete description of work or supplies to be provided by each and the dollar amount of each such transaction. The Contractor Description Form, when signed, will signify the Contractor's intent to comply with the SBE requirement. Prior to contract award, the Harbor Department will verify the status of all SBEs.

The Contractor shall not substitute an SBE or VSBE firm without obtaining prior approval of the City and amending its Contract. A request for substitution must be based upon demonstrated good cause. If substitution is permitted, Contractor shall endeavor to make an in-kind substitution for the substituted SBE or VSBE.

During the performance of the Contract, Contractor shall complete and submit to the Engineer, a Monthly Subcontractor/Supplier Monitoring Report included in the Specifications as Subsection 00030.09B. The Engineer will make the report available to the Contractor in electronic/digital format. The completed report shall be submitted to the Engineer on the form provided in Subsection 00030.09B. Among other information, the completed form shall reflect payments made to all (SBE/VSBE/MBE/WBE/DVBE/OBE) subcontractors and suppliers to date. The subcontractors listed in the Monthly Subcontractor/Supplier Monitoring Report shall be the same as those listed in the Subcontractor Information form included in the Specifications as Subsection 00030-09A and submitted as part of the bid. All subcontractors shall be listed on the report, regardless of level of activity to date (even if payment to date is zero). The correctly completed report shall be submitted by Contractor at the beginning of each month.

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 the City under the Contract or by operation of law, the City may:

1. Withhold invoice payments to Contractor until noncompliance is corrected, and assess the costs of the City's audit of books and records of Contractor and its subcontractors.

2. Disqualify the Contractor from participation in City contracts for a period of up to five (5) years in the event the Contractor falsifies or misrepresents information contained in any form or other willful noncompliance as determined by the City.

Section 00030
BIDDING DOCUMENTS
CONTRACTOR OWNERSHIP AFFIDAVIT
(Construction)

09 CONTRACTOR OWNERSHIP AFFIDAVIT

AFFIDAVIT

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

_____
Name of Firm

as well as the ownership thereof. Further, the undersigned agrees to provide the Harbor Department, 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."

Please indicate the ownership of your company as defined in Subsection 00030.08 of the BIDDING DOCUMENTS Section:

| Small Business Enterprise (SBE) | Yes/No (Circle One)
| Very Small Business Enterprise (VSBE) | Yes/No (Circle One)

Is Your Firm an MBE Yes/No WBE Yes/No DVBE Yes/No OBE Yes/No (Circle as appropriate)

Signature _____ Title _____

Printed Name _____ Date Signed _____

NOTARY

State of California)

County of _____)

On _____ before me, _____
Date Here insert Name and Title of the Officer

personally appeared _____
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.

Place Notary Seal Above

Signature _____
Signature of Notary Public

09A SUBCONTRACTOR INFORMATION

SPECIFICATION NO. 2663

		SBE Yes or No	VSBE Yes or No	Amount	Description of work or materials to be supplied
Name					
Address					
City, State, Zip					
Name					
Address					
City, State, Zip					
Name					
Address					
City, State, Zip					
Name					
Address					
City, State, Zip					
Name					
Address					
City, State, Zip					
Name					
Address					
City, State, Zip					
Name					
Address					
City, State, Zip					
SUBTOTAL	**DEPARTMENT USE ONLY**				

09A SUBCONTRACTOR INFORMATION (Cont'd) SPECIFICATION NO. 2663

		SBE Yes or No	VSBE Yes or No	Amount	Description of work or materials to be supplied
Name					
Address					
City, State, Zip					
Name					
Address					
City, State, Zip					
Name					
Address					
City, State, Zip					
Name					
Address					
City, State, Zip					
Name					
Address					
City, State, Zip					
Name					
Address					
City, State, Zip					
SUBTOTAL PG 1	**DEPARTMENT USE ONLY**				
GRAND TOTAL					

Name of person completing form (printed)

Signature of Person Completing Form

Title Date

09 B

SAMPLE MONTHLY SUBCONTRACTOR/SUPPLIER MONITORING REPORT

Instructions: Please indicate the SBE/VSBE/MBE/WBE/OBE/DVBE participation levels achieved for the month of _____ covered by the referenced contract number.

Contract No. | Spec. No. | Division | Contract Administrator

Contractor | Group* | Contract Title/Project

Original Contract Amount $10,000,000.00 | Contract Start Date | Contract End Date

Total Earned Value to Date $ 6,000,000.00

Original Proposed Subcontractor Percentages SBE 22.00% VSBE 7.00% MBE 20.00% WBE 20.00% OBE 60.00% DVBE 0.00%

Contract-required minimum percentages (in parentheses) (21%) (6%)

The VSBE and Total SBE min-required percentages above, are not additive. The Total SBE percentage includes VSBE participation.

					PROPOSED		ACTUALS		
	Name of Subcontractor	Type of Work Performed	SBE/VSBE	MBE/WBE/OBE/DVBE	Original Proposed Amount	Original Proposed Percentage	Earned Value to Date	Earned Value to Date Percentage	Total Earned Value Percentage
1	Construction Firm A	Asphalt Paving	VSBE, SBE	MBE, WBE	$300,000.00	3.00%	$150,000.00	50.00%	2.50%
2	Construction Firm B	Demolition	VSBE, SBE	OBE	$200,000.00	2.00%	$25,000.00	12.50%	0.42%
3	Supplier No. 1	Concrete Piles	VSBE, SBE	OBE	$200,000.00	2.00%	$75,000.00	37.50%	1.25%
		VSBE Subtotal:			$700,000.00	7.00%	$250,000.00	35.71%	4.17%
1	Construction Firm C	Low Voltage Electrical	SBE	WBE, DVBE	$500,000.00	5.00%	$100,000.00	20.00%	1.67%
2	Supplier No. 2	Precast Concrete Pipe	SBE	MBE	$1,000,000.00	10.00%	$250,000.00	25.00%	4.17%
3			SBE			0.00%		#DIV/0!	0.00%
		SBE Subtotal (Exclusive of VSBE):			$1,500,000.00	15.00%	$350,000.00	23.33%	5.83%
		Total SBE (Inclusive of VSBE):			$2,200,000.00	22.00%	$800,000.00	27.27%	10.00%
1	Construction Firm D	Concrete Pumping	No	OBE	$500,000.00	5.00%	$400,000.00	80.00%	6.67%
2	Construction Firm F	Concrete Sawing	No	MBE	$500,000.00	5.00%	$500,000.00	100.00%	8.33%
3			No			0.00%		#DIV/0!	0.00%
4			No			0.00%		#DIV/0!	0.00%
5			No			0.00%		#DIV/0!	0.00%
		Non-SBE Total:			$1,000,000.00	10.00%	$900,000.00	90.00%	15.00%

Directions:
Original Proposed Percentage = Original Proposed Amount / Original Contract Amount
Earned Value to Date Percentage = Earned Value to Date / Original Proposed Amount
Total Earned Value Percentage = Earned Value to Date / Total Earned Value to Date

*Group = SBE / VSBE / MBE / WBE / OBE / DBE

Rev 3 / 1 / 11

09B(Cont'd) **MONTHLY SUBCONTRACTOR/SUPPLIER MONITORING REPORT**

Instructions: Please indicate the SBE/VSBE/MBE/WBE/OBE/DVBE participation levels achieved for the month of _____covered by the referenced contract number.

Contract No. Spec. No. Division Contract Administrator

Contractor Group* Contract Title/Project

Original Contract Amount Contract Start Date Contract End Date

Total Earned Value to Date

Original Proposed Subcontractor Percentages SBE 0.00% VSBE 0.00% MBE 0.00% WBE 0.00% OBE 0.00% DVBE 0.00%

Contract-required minimum percentages (in parentheses) (0%) (0%)

The VSBE and Total SBE min-required percentages above, are not additive. The Total SBE percentage includes VSBE participation.

					PROPOSED		ACTUALS		
	Name of Subcontractor	Type of Work Performed	SBE/VSBE	MBE/WBE/OBE /DVBE	Original Proposed Amount	Original Proposed Percentage	Earned Value to Date	Earned Value to Date Percentage	Total Earned Value Percentage
1			VSBE, SBE						
2			VSBE, SBE						
3			VSBE, SBE						
						VSBE Subtotal:			
1			SBE						
2			SBE						
3			SBE						
						SBE Subtotal (Exclusive of VSBE):			
						Total SBE (Inclusive of VSBE):			
1			No						
2			No						
3			No						
4			No						
5			No						
						Non-SBE Total:			

Directions:

Original Proposed Percentage = Original Proposed Amount / Original Contract Amount
Earned Value to Date Percentage = Earned Value to Date / Original Proposed Amount
Total Earned Value Percentage = Earned Value to Date / Total Earned Value to Date
*Group = SBE / VSBE / MBE / WBE / OBE / DBE

Rev 3 / 1 / 11

10 PROPOSAL

Los Angeles, California

To the Board of Harbor Commissioners:

The undersigned, having carefully examined the Contract Documents for Specification No. 2663 at the Port of Los Angeles, and having personally visited the site of the Work and having become familiar with the conditions based upon the site visit and review of the reference materials, hereby proposes to furnish all materials and perform all the Work required to complete the Project in accordance with the Contract Documents, within the time set forth in the Contract for the Grand Total stated in the Proposal Schedule.

The undersigned represents all Work indicated in the Contract Documents is included within the scope of Work of the Contract, is included in the Grand Total for the item(s) stated in the Proposal Schedule, and will not be construed to be extra work for which extra compensation can be claimed.

The undersigned has carefully checked all figures inserted in the Proposal Schedule and understands that the Board will not be responsible for any errors or omissions on the part of the undersigned in making the bid.

The undersigned agrees upon acceptance of the bid for all Work indicated on the Contract Documents, to enter into and execute an agreement, of which the documents listed in the table of contents of said Specification No. shall be made a part, at the Grand Total stated in the Proposal Schedule, and to furnish and execute such bonds and insurance as required.

The undersigned furthermore agrees that in case of default in execution of such agreement, or in furnishing the required bonds, the security accompanying this Proposal and the money payable thereon shall be forfeited and remain the property of Department. Such forfeiture shall not preclude recovery of any sum over and above the amount posted or guaranteed to which the Department sustains damage by reason of such default or failure to contract.

The undersigned agrees that the Board reserves the right, in its sole discretion, to accept or reject the bid, without price escalation, at any time within ninety (90) days after date of bid opening.

00030.10 Cont'd.

The undersigned acknowledges receipt of Addenda Nos. _____ and accepts all conditions contained therein. (if none, so state.)

Contractor's License No. _____ Expiration Date _____

By _____
Signature

_____
Signature

Address _____

Contractor declares that its authorized Taxpayer Identification Number (TIN) is _____. The above signed understands no payments will be made under the Contract without a valid TIN number.

Bidder Is* _____
_____
_____

If a partnership, state names of partners. If a corporation, state names of president and secretary.
_____
_____

The representations made herein are made under penalty of perjury.

*Corporation, Partnership, Limited Partnership, Individual

*If Bidder is a corporation, bid must be signed by a person authorized to do so by bylaw or resolution of that corporation.

*If Bidder is a partnership, bid must be signed by all partners unless bid is accompanied by proof that signing partner(s) is (are) authorized to bind partnership.

00030.10 Cont'd

LOS ANGELES HARBOR DEPARTMENT
HEADQUARTERS LOCATION FORM

AT THE REQUEST OF A LOS ANGELES CITY COUNCIL MOTION, ALL BIDDERS SHALL SUBMIT THE FOLLOWING INFORMATION AT THE TIME OF BID OR PROPOSAL SUBMITTAL. THIS IS FOR INFORMATION ONLY AND WILL IN NO WAY AFFECT THE CONTRACT SELECTION PROCESS.

DATE:_____ SPECIFICATION NO. 2663

PROJECT TITLE: REAR BERTHS 136-139 TERMINAL BUILDINGS AND MAIN GATE

COMPANY NAME: _____

CONTACT PERSON: _____

COMPANY HEADQUARTERS ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

COMPANY LOCATION ADDRESS _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE NUMBER: _____ NUMBER OF EMPLOYEES: _____

PERCENTAGE OF EMPLOYEES WHO RESIDE IN THE CITY OF LOS ANGELES __%

_____
NAME/TITLE

11 PROPOSAL SCHEDULE

Bidders must fill in blank spaces and give the price bid in both words and figures.

(In Words) (In Figures)

ITEM 1 LUMP SUM CONSTRUCTION

For furnishing transportation, labor, materials, equipment, mobilization, demobilization, and incidentals necessary to complete the Work, in accordance with Drawing Nos. 1-2654 and 1-2666, exclusive of Items 2 through last item of the Proposal Schedule, the

LUMP SUM of

_____ ($_____)

ITEM 2 ASPHALT CONCRETE PAVING

Approx. Qty. 28,400 tons

For furnishing transportation, labor, materials, and equipment to construct asphalt concrete paving, including additions to or deductions from the approximate quantity stipulated, the

UNIT PRICE per ton of

_____ ($_____)

TOTAL based on the stipulated approximate quantity at the unit price bid of

_____ ($_____)

ITEM 3 CRUSHED MISCELLANEOUS BASE (DEPARTMENT-FURNISHED)

Approx. Qty. 34,250 cu.yds.

For furnishing transportation, labor, and equipment to load, haul, place, and compact Department-furnished crushed miscellaneous base, including additions to or deductions from the approximate quantity stipulated, the

UNIT PRICE per cubic yard compacted in place of

_____ ($_____)

TOTAL based on the stipulated approximate quantity at the unit price bid of

_____ ($_____)

ITEM 4 INSTALL 14-INCH SQUARE PRESTRESSED CONCRETE INDICATOR PILES

Approx. Qty. 10 each

For furnishing transportation, labor, materials, and equipment to install 14 inch prestressed concrete indicator piles including additions to or deductions from the approximate stipulated quantity, the

UNIT PRICE per each indicator pile installed of _____ ($_____)

TOTAL based on the stipulated approximate quantity at the unit price bid of _____ ($_____)

ITEM 5 FURNISH 14-INCH SQUARE PRESTRESSED CONCRETE PILES

Approx. Qty. 11,300 lin.ft.

For furnishing transportation, labor, materials, and equipment to manufacture 14-inch square prestressed concrete piles including indicator piles in accordance with Drawing Nos. 1-2654AD and 1-2654YO, and deliver to the site, including additions to or deductions from the approximate stipulated quantity, the

UNIT PRICE per linear foot of piles furnished of _____ ($_____)

TOTAL based on the stipulated approximate quantity at the unit price bid of _____ ($_____)

ITEM 6 INSTALL 14-INCH SQUARE PRESTRESSED CONCRETE PILES

Approx. Qty. 290 each

For furnishing transportation, labor, materials, and equipment to install 14 inch square prestressed concrete piles in accordance with Drawing Nos. 1-2654 AD and 1-2654YO, , including additions to or deductions from the approximate stipulated quantity, the

UNIT PRICE per each pile driven of _____ ($_____)

TOTAL based on the stipulated approximate quantity at the unit price bid of _____ ($_____)

ITEM 7 CONSTRUCT ADMINISTRATION BUILDING

For furnishing transportation, labor, materials, and equipment to construct the Administration Building in accordance with Drawing No. 1-2654 AD, exclusive of Items 5 and 6 of the Proposal Schedule, the

LUMP SUM of

_____ ($_____)

ITEM 8 CONSTRUCT YARD OPERATIONS BUILDING

For furnishing transportation, labor, materials, and equipment to construct the Yard Operations Building in accordance with Drawing No. 1-2654 YO, exclusive of Items 5 and 6 of the Proposal Schedule, the

LUMP SUM of

_____ ($_____)

ITEM 9 CONSTRUCT GUARD HOUSE

For furnishing transportation, labor, materials, and equipment to construct Guard House in accordance with Drawing No. 1-2654 GH, the

LUMP SUM of

_____ ($_____)

ITEM 10 CONSTRUCT DRIVER SERVICES BUILDING

For furnishing transportation, labor, materials, and equipment to the Driver Services Building in accordance with Drawing No. 1-2654 DS, the

LUMP SUM of

_____ ($_____)

ITEM 11 CONSTRUCT MAIN GATE CANOPIES

For furnishing transportation, labor, materials, and equipment to construct Main Gate Canopies in accordance with Drawing No. 1-2654 MC, the

LUMP SUM of.

_____ ($_____)

ITEM 12 CONSTRUCT IDENTIFICATION GATES

For furnishing transportation, labor, and equipment to construct the Identification Gates in accordance with Drawing No. 1-2654 IG, the

LUMP SUM of

_____ ($_____)

ITEM 13 CONSTRUCT PEDESTRIAN BRIDGE

For furnishing transportation, labor, and equipment to construct the Pedestrian Bridge in accordance with Drawing No. 1-2654 PB, the

LUMP SUM of

_____ ($_____)

ITEM 14 PRECAST CONCRETE BARRIER UNITS (K-RAILS)

Approx. Qty. 9,200 lin. ft.

For furnishing transportation, labor, and equipment to furnish and install precast concrete barrier units (k-rails), including additions to or deductions from the approximate quantity stipulated, the

UNIT PRICE per linear foot of

_____ ($_____)

TOTAL based on the stipulated approximate quantity at the unit price bid of

_____ ($_____)

ITEM 15 IMPORT FILL

Approx. Qty. 350 cu. yds.

For furnishing transportation, labor, and equipment to furnish, place, grade, and compact import fill, including additions to or deductions from the approximate stipulated quantity, the

UNIT PRICE per cubic yard compacted in place
_____ ($_____)

TOTAL based on the stipulated approximate quantity at the unit price bid of
_____ ($_____)

ITEM 16 REMOVE AND DISPOSE EXCESS SOIL

Approx. Qty. 42,000 cu. yds

For furnishing transportation, labor, and equipment to excavate, remove, and dispose excess soil off Department property, including additions to or deductions from the approximate quantity stipulated, the

UNIT PRICE per cubic yard soil disposed of
_____ ($_____)

TOTAL based on the stipulated approximate quantity at the unit price bid of
_____ ($_____)

ITEM 17 CONSTRUCT SEWERAGE SYSTEM

For furnishing transportation, labor, and equipment to construct sewerage system in accordance with Drawing No. 1-2666, the

LUMP SUM of
_____ ($_____)

ITEM 18 CONSTRUCT WATER DISTRIBUTION AND FIRE PROTECTION SYSTEM

For furnishing transportation, labor, and equipment to construct water distribution and fire protection system in accordance with Drawing No. 1-2666, the

LUMP SUM of
_____ ($_____)

ITEM 19 CONSTRUCT ELECTRICAL SYSTEM

For furnishing transportation, labor, and equipment to construct electrical system in accordance with Drawing No. 1-2666, the

LUMP SUM of

_____ ($_____)

ITEM 20 CONSTRUCT HIGH MAST LIGHT POLES

Approx. Qty. 9 ea

For furnishing transportation, labor, and equipment to construct 100-foot high mast light poles in accordance with Drawing No. 1-2666 including additions to or deductions from the approximate quantity stipulated, the

UNIT PRICE per each high mast light pole installed of

_____ ($_____)

TOTAL based on the stipulated approximate quantity at the unit price bid of

_____ ($_____)

ITEM 21 CONSTRUCT STORM DRAINAGE SYSTEM

For furnishing transportation, labor, and equipment to construct drainage system in accordance with Drawing No. 1-2666, the

LUMP SUM of

_____ ($_____)

ITEM 22 CONSTRUCT GAS DISTRIBUTION SYSTEM

For furnishing transportation, labor, and equipment to construct storm gas distribution system in accordance with Drawing No. 2-1666, the

LUMP SUM of

_____ ($_____)

ITEM 23 PLANT ESTABLISHMENT AND SITE CARE

Approx. Qty. 90 days — For furnishing transportation, labor, and equipment to perform plant establishment and site care with 3-crew persons in 8 hours shift in conformance with PLANTING AND LANDSCAPING Section of the Specification, the

UNIT PRICE per day of _____ ($_____)

TOTAL based on the stipulated approximate quantity at the unit price bid of _____ ($_____)

CONTINGENCY ITEM(S)

The work described in the contingency item(s) below may or may not be necessary depending on conditions discovered in the field after Contract award. If field conditions justify the work listed in the contingency item(s), the prices below shall be used to adjust the Contract amount for work ordered by the Engineer.

ITEM 24 RESTRIKE 14-INCH SQUARE PRESTRESSED CONCRETE PILES (CONTINGENCY ITEM)

Approx. Qty. 4 each — For furnishing transportation, labor, and equipment to restrike14-inch square prestressed concrete piles, with dynamic monitoring equipment attached and CAPWAP analysis, including additions to or deductions from approximate stipulated quantity, the

UNIT PRICE per each pile restrike of _____ ($_____)

TOTAL based on the stipulated approximate quantity at the unit price bid of _____ ($_____)

ITEM 25 TRENCH SUBGRADE STABILIZATION MATERIAL (CONTINGENCY ITEM)

Approx. Qty. 50 cu.yds.

For furnishing transportation, labor, and equipment provide trench subgrde stabilization material, including additions to or deductions from approximate stipulated quantity, the

UNIT PRICE per cubic yard of materials placed of
_____ ($_____)

TOTAL based on the stipulated approximate quantity at the unit price bid of
_____ ($_____)

ITEM 26 RISK LEVEL 2 WATER QUALITY SAMPLING AND ANALYSIS FOR RAIN EVENTS (CONTINGENCY ITEM)

Approx. Qty. 35 rain events

For furnishing transportation, labor, and equipment to perform sampling and analysis for PH and turbidity for 6 samples per rain event, including additions to or deductions from approximate stipulated quantity, the

UNIT PRICE per rain event of
_____ ($_____)

TOTAL based on the stipulated approximate quantity at the unit price bid of
_____ ($_____)

ALLOWANCE ITEM(S)

The work described in the allowance item(s) below may or may not be necessary depending on conditions discovered in the field after Contract award. If field conditions justify the work listed in the allowance items, the Engineer will issue a written authorization to proceed with the work item(s) described below. Work under allowance items is exclusive of Work required elsewhere in Contract Documents.

All work performed under these allowance items shall be performed either on a negotiated cost basis prior to performing the work in accordance with the provisions of Subsection 01000.38 "Authority for Adjustments", or on a Time and Material basis in accordance with the provisions of Subsection 01000.39" Cost-Plus Change Order Work" of the GENERAL CONDITIONS Section. Upon completion of the Contract, any unused allowance remaining under each allowance bid item shall be credited back to the Department.

ITEM 27 EXCAVATE, REMOVE, AND DISPOSE, OR RECYCLE CALIFORNIA HAZARDOUS WASTE SOIL, RESOURCES CONSERVATION AND RECOVERY ACT (RCRA) HAZARDOUS WASTE SOIL, OR CHEMICALLY IMPACTED/NON-HAZARDOUS WASTE SOIL (ALLOWANCE ITEM)

Bidder shall include in the bid the listed allowance for work described in EXCAVATING, STOCKPILING, AND DISPOSING OF CHEMICALLY IMPACTED SOILS Section, the

LUMP SUM ALLOWANCE of
One Hundred Fifty Thousand Dollars ($150,000)

ITEM 28 PERFORM UNFORESEEN UTILITY AND SUBSTRUCTURE MODIFICATIONS, REMOVALS, AND ADDITIONS (ALLOWANCE ITEM)

Bidder shall include in the bid the listed allowance to perform unforeseen utility and substructure modifications, removals, and additions as directed by the Engineer, the

LUMP SUM ALLOWANCE of
One Hundred Fifty Thousand Dollars ($150,000)

ITEM 29 MISCELLANEOUS CONCRETE PILE WORK (ALLOWANCE ITEM)

Bidder shall include in the bid the listed allowance to perform miscellaneous concrete pile work including but not limited to cut off and remove pile cut offs over 6 feet in length, and disposing of surplus 14-inch concrete piles, as directed by the Engineer, the

LUMP SUM ALLOWANCE of
Fifty Thousand Dollars ($50,000)

ITEM 30 PERFORM WORK RELATED TO UNFORESEEN UNDERGROUND OBSTRUCTIONS (ALLOWANCE ITEM)

Bidders shall include in the bid the listed allowance to perform work due to unforeseen underground obstructions encountered in the Project, the

LUMP SUM ALLOWANCE of
Fifty Thousand Dollars ($50,000)

ITEM 31 PERFORM WORK ASSOCIATED WITH REGULATORY AGENCIES CHANGES AND ADDITIONAL REQUIREMENTS (ALLOWANCE ITEM)

Bidders shall include in the bid the listed allowance to perform work as required by regulatory agencies due to regulatory changes and additional requirements, the

LUMP SUM ALLOWANCE of
One Hundred Fifty Thousand Dollars ($150,000)

ITEM 32 QUALITY ASSURANCE

Bidders shall include in the bid the listed allowance to provide personnel to perform quality assurance for the Department as directed by the Engineer, the

LUMP SUM ALLOWANCE of
One Hundred Fifty Thousand Dollars ($150,000)

ITEM 33 EXCAVATE, DISPOSE, AND REPLACE GEOTECHNICALLY UNSUITABLE SOIL (ALLOWANCE ITEM)

Bidder shall include in the bid the listed allowance to excavate, remove, and dispose of unsuitable soil off Department property, and replace and compact with select backfill, the

LUMP SUM ALLOWANCE of
One Hundred Thousand Dollars ($ 100,000)

ITEM 34 WEB-BASED COLLABORATION (ALLOWANCE ITEM)

Bidder shall include in the bid the listed allowance to provide web-based collaboration, the

LUMP SUM ALLOWANCE of

Twenty Five Thousand Dollars ($25,000)

ITEM 35 GUARD SERVICE COMPENSATION (ALLOWANCE ITEM)

Bidders shall include the bid the listed allowance to compensate tenant for security guard services, the

LUMP SUM ALLOWANCE of
Two Hundred Seventy Thousand Dollars ($270,000)

GRAND TOTAL: The sum of Items 1 through 35

_____ ($_____)

Award: Award, if made, will be made to a single Contractor. The lowest bidder will be determined based on the sum of all the items for which a bid is requested, including all contingency items regardless of whether all of those items are actually awarded.

END OF SECTION

THIS AGREEMENT (hereinafter referred to as "Contract"), made and entered into by and between the City of Los Angeles, a Municipal Corporation (herein called "City"), acting by and through its Board of Harbor Commissioners (hereinafter called "Board"), and

_____ (hereinafter referred to as "Contractor"). The effective date of this Agreement is the date of execution by the Executive Director upon authorization of the Board, subject to the provisions of Charter Section 245 of the City of Los Angeles.

WITNESSETH

In consideration of the covenants and conditions hereinafter contained, IT IS MUTUALLY AGREED AS FOLLOWS:

ARTICLE 1. CONTRACTOR'S OBLIGATIONS

Section 1.1 CONTRACT DOCUMENTS

A This written agreement executed by the Contractor and the City together with the documents listed in Section 1.1B are the Contract.

B Specification No. 2663, together with documents listed in the Table of Contents and defined in the GENERAL CONDITIONS Section of said Specification, shall constitute the Contract Documents.

C Contract Documents are complementary and intended to require complete and finished Work. Anything shown or required of the Contractor, in any one or more of said documents, shall be as binding as if contained in all said documents.

Section 1.2 WORK TO BE DONE

The Contractor, with full knowledge of the kind, quantity and quality of Work, materials, and services required, at Contractor's own cost and expense, except as may be herein otherwise expressly specified, and in strict conformity with Specification No. 2663, for REAR BERTHS 136-139 TERMINAL BUILDINGS AND MAIN GATE will carry out the Contract as awarded.

Section 1.3 CONTRACT TIME

A. The Contract Time for performance of the Work under this Contract shall be 790 Calendar Days from the Notice To Proceed. Refer to Drawing No. 1-2666 (PH Sheets) for Phasing Work.

1. Contract time for the completion of the Plant Establishment and Site Care bid item of the proposal Schedule shall be 90 Calendar Days from the issuance of separate Notice to Proceed to start plant establishment.

Section 1.4 LIQUIDATED DAMAGES

A Contractor and City agree that, in the event that the Work contemplated hereunder is not completed within the time required, it will be impracticable and extremely difficult to determine or fix City's actual damage and therefore the City will be entitled to liquidated damages in the amount of $4,550 for each and every Calendar Day the execution of said Work exceeds the time allowed for that purpose. Contractor agrees to all of the other terms of the liquidated damages provision set forth in the GENERAL CONDITIONS Section of the Specification.

ARTICLE 2. COMPENSATION

Section 2.1 PAYMENTS TO CONTRACTOR

In consideration for all labor, materials and equipment furnished hereunder, the City shall pay Contractor the amount set forth in the "Proposal Schedule," which is attached hereto and by this reference incorporated herein. Payments shall be made as set forth in the GENERAL CONDITIONS Section.

ARTICLE 3. OPERATIONS

Section 3.1 QUALITY OF SERVICES

All Work performed by Contractor shall be strictly in accordance with the Drawings and Specifications, copies of which are on file in the office of the Engineer. Said Work shall be performed in a manner which is consistent with accepted standards in the construction industry.

Section 3.2 INDEMNIFICATION AND INSURANCE

A The Contractor shall at all times relieve, indemnify, defend, protect, and save harmless the City and any and all of its boards, officers, agents, and employees from any and all claims and demands, actions, proceedings, losses, liens, costs and judgments of any kind and nature whatsoever, including expenses incurred in defending against legal actions, for death of or injury to persons or damage to property including property owned by or under the care and custody of the City, and for civil fines and penalties, that may arise from or be caused directly or indirectly by:

1 Any dangerous, hazardous, unsafe or defective condition of, in or on the premises, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the premises by Contractor, its officers, agents, employees, or subcontractors; regardless of whether any such act, omission or negligence of the City, its Boards, officers, agents, employees, and/or subcontractors contributed thereto (however nothing in this indemnification provision purports to or should be understood to provide for indemnity of the City for City's sole or active negligence or willful misconduct);

2 Any operation conducted upon or any use or occupation of the premises by Contractor, its officers, agents, employees, or subcontractors under or pursuant to the provisions of the Contract or otherwise;

3 Any act, omission, or negligence of Contractor, its officers, agents, employees, or subcontractors.

4 Any failure of Contractor, its officers, agents, or employees to comply with any of the terms or conditions of the Contract or any applicable federal, state, regional, or municipal law, ordinance, rule or regulation;

5 The conditions, operations, uses, occupations, acts, omissions or negligence referred to in Subdivisions (1), (2), (3), and (4), existing or conducted upon or arising from the use or occupation by Contractor on any other area within the Harbor District, as defined in the Charter of City, including the approaches, channels, turning basins, and other waters.

B The Contractor also agrees to indemnify the City and pay for all damage or loss suffered by the City and Department, including but not limited to damage to or loss of City property, to the extent not insured by City, and loss of City revenue from any source, caused by or arising out of the conditions, operations, uses, occupations, acts, omissions or negligence referred to in Subdivisions (1), (2), (3), (4), and (5).

C The Contractor agrees that it will maintain the insurance specified in the GENERAL CONDITIONS Section or any SUPPLEMENTARY CONDITIONS Section. All such insurance shall be written at such limits and with such companies as are acceptable to the City, and the Contractor shall provide the City with proof of said insurance as specified in the GENERAL CONDITIONS Section.

Section 3.3 COMPLIANCE WITH LAWS

During the performance of the Contract, the Contractor shall comply with all applicable ordinances, laws, rules and regulations of the City and of any County, State or Federal government, or subdivision or commission thereof. The Contractor shall also comply with the provisions of all permits.

ARTICLE 4. MISCELLANEOUS

Section 4.1 BINDING EFFECT

The Contract is to be binding on the heirs, successors and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other.

Section 4.2 NOTICES

Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, addressed as follows:

To City:
Executive Director
Port of Los Angeles
425 South Palos Verdes Street
San Pedro, California 90731

To Contractor:
_____
_____
_____
_____

Nothing contained herein shall preclude the giving of notice in any other manner allowed by law.

Section 4.3 RELATIONSHIP OF PARTIES

Nothing contained in the Contract shall be construed as creating the relationship of employer and employee, master and servant, or principal and agent between the parties hereto. Contractor is an independent contractor and shall have no right or authority to assume or create any obligation, expressed or implied, on behalf of the City.

Section 4.4 ENTIRE AGREEMENT

The Contract, together with all other Contract Documents, constitutes the entire agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and the Contract may be amended only in writing and executed by duly authorized representatives of the parties hereto.

Section 4.5 LEGAL JUSTIFICATION AND RECOURSE

The Contract 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. In the event any provision hereof is held to violate any applicable law by a court of competent jurisdiction, such provision shall be deemed null and void to the extent thereof, without affecting the balance of the Contract. If either party brings any action or proceeding to enforce, protect, or establish any right or remedy arising out of or based upon the Contract, including but not limited to the recovery of damages for its breach, or based upon the claim that extra work was performed, whether mandated by the Contract or not, neither party in said action or proceeding shall be entitled to recover any attorney's fees. Each party hereby expressly waives the benefit of any California statute which would permit the award of any attorney's fees to a prevailing party in an action.

Section 4.6 TIME OF ESSENCE

Time is of the essence in the Contract.

Section 4.7 LABOR CODE SECTION 1861

The Contractor hereby certifies it is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the Contractor will comply with such provisions before commencing the performance of the work of the Contract.

Section 4.8 ASSIGNMENT OF CERTAIN CAUSES OF ACTION

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

Section 4.9 TERMINATION DUE TO NON-APPROPRIATION OF FUNDS

The Contract is subject to the provisions of the Los Angeles City Charter which, among other things, precludes the City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated therefor.

The Board, in awarding the Contract, is expected to appropriate sufficient funds to meet the estimated expenditures through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Contract. However, they are under no legal obligation to do so.

The City of Los Angeles, its boards, officers, and employees are not bound by the terms of this Agreement or obligated to make any payment thereunder in any fiscal year in which the Board does not appropriate funds therefor. The Contractor is not entitled to any compensation in any fiscal year in which funds have not been appropriated in the Contract by the Board.

Although the Contractor is not obligated to perform any work under the Contract in any fiscal year in which no appropriation for the Contract has been made, the Contractor agrees to resume performance of the Work required by the Contract on the same terms and conditions for a period of 60 days after the end of the fiscal year if an appropriation therefor is approved within that 60-day period. The Contractor is responsible for maintaining all insurance and bonds during this 60 days period. The time for performance shall be extended during this period until the appropriation is made; however, such extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated for Work required by the Contract, the Contract shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

Section 5.0 SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed the Contract on the day and year hereinbefore written.

(SEAL)

THE CITY OF LOS ANGELES,
by its Board of Harbor Commissioners

By _____
Executive Director

Date _____

Contracting
Corp.

ATTEST:

_____, Secy.
_____

_____, Contractor
By _____
Place of Business _____
_____
Contractor's License
No. _____
Exp. Date _____
Los Angeles, California

The Contract and bonds approved as to form.

CARMEN A. TRUTANICH
City Attorney
By _____
Assistant/Deputy
Los Angeles, California

*The Contract approved by the Board of Harbor Commissioners at its meeting of _____, 20__.

_____
Secretary, Board of Harbor Commissioners

*Approval of contract by Board of Harbor Commissioners required for all contracts where the sum involved exceeds $150,000.

Section 00070
PERFORMANCE BOND
(Construction)

KNOW ALL PERSONS BY THESE PRESENTS:

That we,_____
_____
as principal _____, and _____
as surety(ies) are held and firmly bound unto THE CITY OF LOS ANGELES, CALIFORNIA, a municipal corporation, in the penal sum of _____
_____
dollars ($_____) 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 _____
_____

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 _____day of _____, 20__.

(Principal) _____
_____
(Surety) _____
_____
(Surety) _____
_____
(Corporate Seal)

ATTEST
_____

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____

_____

as principal (s) and _____

_____ 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: _____

_____

dollars ($_____) 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 _____

_____

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 _____

_____

dollars ($_____) 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.

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 ____ day of _____, 20__.

ATTEST

_____

(Principal)_____

_____

(Surety) _____

_____

(Surety) _____

_____

(Corporate Seal)

Section 00078
AFFIDAVITS OF COMPLETION
(Construction)

INDIVIDUAL FORM

AFFIDAVIT OF COMPLETION OF WORK
UNDER SPECIFICATION NO. 2663
CONTRACT NO. _____

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

_____, being first duly sworn, deposes and says: (Affiant)

Affiant is the Contractor under Contract No. _____, and makes the following statements:

That, in accordance with the provisions under Subsection 01000. 62 of the GENERAL CONDITIONS Section of Specification No. 2663 which Specification is a part of Contract No. _____, by and between the City of Los Angeles and Affiant, to the best of my knowledge and belief, the Work specified in said Specification and said Contract has been completed in strict accordance with the Drawings and Specifications therefor, that no lawful debts for labor or material are outstanding, and that no federal excise tax has been included in the contract price;

That all request for funds under Items of the Contract, including Changes in the Work, and under all billings of whatsoever nature are accurate, complete and final and that no additional compensation over and above the final payment now pending will be requested or is due under the Contract or under any adjustment issued thereunder;

That, in accordance with said Subsection 01000.62, upon receipt of said final payment now pending, Affiant acknowledges that the City, the Board thereof, the Executive Director, the Engineer and any and all authorized employees of the City will thereby be released from any and all claims or liability on account of Work performed under the Contract or any additions thereof.

_____
(Affiant)

Subscribed and sworn to before me
this _____ day of _____, 20__.

Notary Public in and for said County of
Los Angeles, State of California
Form 298-E
11-12-73

Section 00078
AFFIDAVITS OF COMPLETION
(Construction)

CO-PARTNERSHIP FORM

AFFIDAVIT OF COMPLETION OF WORK
UNDER SPECIFICATION NO. 2663
CONTRACT NO. _____

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

_____, a co-partner in the firm of
(Affiant)
_____, a co-partnership, being first
(Contractor)
duly sworn, deposes and says:

Affiant is one of the co-partners of _____ and makes
(Contractor)
the following statements and has the authority to do so for and on behalf of _____
_____
(Contractor)
a co-partnership, and Affiant personally;

That in accordance with the provisions under Subsection 01000.62 of the GENERAL CONDITIONS Section of Specification No. 2663, which Specification is a part of Contract No. _____, by and between the City of Los Angeles and _____
_____,
(Contractor)
to the best of my knowledge and belief, the Work specified in said Specification and said Contract has been completed in strict accordance with the Drawings and Specifications therefor, that no lawful debts for labor or materials are outstanding, and that no federal excise tax has been included in the contract price;

That all requests for funds under Items of the Contract, including Changes in the Work, and under all billings of whatsoever nature are accurate, complete and final and that no additional compensation over and above the final payment now pending will be requested or is due under the Contract or under any adjustment issued thereunder;

Section 00078
AFFIDAVITS OF COMPLETION
(Construction)

That, in accordance with said Subsection 01000.62, upon receipt of said final payment now pending, Affiant acknowledges for himself/herself and for the _____,
(Contractor)
that the City, the Board thereof, the Executive Director, the Engineer and any and all authorized employees of the City will thereby be released from any and all claims or liability on account of Work performed under the Contract or any additions thereof.

_____
(Affiant)

Subscribed and sworn to before me
this _____ day of _____, 20__.

Notary Public in and for said County of
Los Angeles, State of California

Form 297-E
11-12-73

Section 00078
AFFIDAVITS OF COMPLETION
(Construction)

CORPORATE FORM

AFFIDAVIT OF COMPLETION OF WORK
UNDER SPECIFICATION NO. 2663
CONTRACT NO. _____

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

_____, the _____ of _____,
(Affiant) (Title) (Contractor)
a corporation, being first duly sworn, deposes and says:

Affiant is the _____ of _____
(Title) (Contractor)
and makes the following statements for and on behalf of _____, a
(Contractor)
corporation.

That, in accordance with the provisions under Subsection 01000.62 of the GENERAL CONDITIONS Section of Specification No. 2663, which Specification is a part of Contract No. ____, by and between the City of Los Angeles and _____
_____to the best of my knowledge
(Contractor)
and belief, the Work specified in said Specification and said Contract has been completed in strict accordance with the Drawings and Specifications therefore, that no lawful debts for labor or materials are outstanding, and that no federal excise tax has been included in the contract price;

That all requests for funds under Items of the Contract, including Changes in the Work, and under all billings of whatsoever nature are accurate, complete and final and that no additional compensation over and above the final payment now pending will be requested or is due under the Contract or under any adjustment issued thereunder;

Section 00078
AFFIDAVITS OF COMPLETION
(Construction)

That, in accordance with said Subsection 01000.62, upon receipt of said final payment now pending, Affiant acknowledges for himself/herself and for _____,
(Contractor)
that the City, the Board thereof, the Executive Director, the Engineer and any and all authorized employees of the City will thereby be released from any and all claims or liability on account of work performed under the Contract or any additions thereof.

_____
(Affiant)

Subscribed and sworn to before me
this _____ day of _____, 20__.

Notary Public in and for said County of
Los Angeles, State of California

Form 308-E
11/12/73

01 CONTRACTOR DESCRIPTION FORM

DEPARTMENT USE ONLY		
Contract No.:_____	Award Date:_____	Contract Term: _____
Contract Title: _____		Award Total:_____

PRIME CONTRACTOR

Business Name: _____ Award Total: $ _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)
Primary NAICS Code: _____ Average Three Year Gross Revenue: $_____
Address: _____
City/State/Zip: _____
Telephone: ( ) _____ FAX: ( ) _____
Contact Person/Title: _____
Email Address: _____

SUBCONTRACTOR/SUPPLIER (CIRCLE ONE)

Business Name: _____ Award Total: $ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)
Primary NAICS Code: _____ Average Three Year Gross Revenue: $_____
Address: _____
City/State/Zip: _____
Telephone: ( ) _____ FAX: ( ) _____
Contact Person/Title: _____
Email Address: _____

SUBCONTRACTOR/SUPPLIER (CIRCLE ONE)

Business Name: _____ Award Total: $ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)
Primary NAICS Code: _____ Average Three Year Gross Revenue: $_____
Address: _____
City/State/Zip: _____
Telephone: ( ) _____ FAX: ( ) _____
Contact Person/Title: _____
Email Address: _____

Section 00660
SBE/VSBE/MBE/WBE/DVBE/
OBE INFORMATION
(Construction)

SUBCONTRACTOR/SUPPLIER (CIRCLE ONE)

Business Name: _____ Award Total: $ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)
Primary NAICS Code: _____ Average Three Year Gross Revenue: $_____
Address: _____
City/State/Zip: _____
Telephone: ( ) _____ FAX: ( ) _____
Contact Person/Title: _____
Email Address: _____

SUBCONTRACTOR/SUPPLIER (CIRCLE ONE)

Business Name: _____ Award Total: $ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)
Primary NAICS Code: _____ Average Three Year Gross Revenue: $_____
Address: _____
City/State/Zip: _____
Telephone: ( ) _____ FAX: ( ) _____
Contact Person/Title: _____
Email Address: _____

SUBCONTRACTOR/SUPPLIER (CIRCLE ONE)

Business Name: _____ Award Total: $ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)
Primary NAICS Code: _____ Average Three Year Gross Revenue: $_____
Address: _____
City/State/Zip: _____
Telephone: ( ) _____ FAX: ( ) _____
Contact Person/Title: _____
Email Address: _____

_____ _____
Authorized signature Date

Refer to Subsection 00030.08 for SBE, VSBE, DVBE, MBE, WBE, and OBE definitions.

02 SUBCONTRACTOR/SUPPLIER OWNERSHIP AFFIDAVIT

AFFIDAVIT

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

Name of Firm

_____

as well as the ownership thereof. Further, the undersigned agrees to provide either through the prime contractor or, directly to the Harbor Department, 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."

Please indicate the ownership of your company as defined in Subsection 00030.08 of the BIDDING DOCUMENTS Section:

Small Business Enterprise (SBE)	Yes or No	(Circle One)
Very Small Business Enterprise (VSBE)	Yes or No	(Circle One)

Is your firm a DVBE MBE WBE OBE (Circle at least one)

Signature _____ Title _____

Printed Name_____ Date Signed_____

NOTARY

State of California)

County of _____)

On _____ before me, _____
Date Here insert Name and Title of the Officer

personally appeared _____
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.

Place Notary Seal Above

Signature_____
Signature of Notary Public

PROJECT DRAWINGS

The Project Drawings listed in this Section, together with any drawings, standards, and reports referred to on the listed drawings, show the work contemplated and are a part of the Contract Documents.

Drawing No.	Title
1-2654	Rear Berths 136-139 Terminal Buildings
1-2654 AD	Administration Building
1-2654 AD T-0.0	Cover Sheet, Project Title, Specification No.
1-2654 AD T-1.1	Index to Drawings and Vicinity Map
1-2654 AD T-1.2	Index to Drawings
1-2654 TS-1	General Notes
1-2654 TS-2	General Notes
1-2654 TS-3	General Notes
1-2654 TS-4	General Notes
1-2654 TS-5	Typical Concrete Details
1-2654 TS-6	Typical Concrete Details
1-2654 TS-7	Typical Masonry Details
1-2654 TS-8	Typical Masonry Details
1-2654 TS-9	Typical Masonry Details
1-2654 TS-10	Typical Steel Details
1-2654 TS-11	Typical Steel Details
1-2654 TS-12	Typical Metal Deck Details
1-2654 TS-13	Typical Metal Deck Details
1-2654 TS-14	Typical Steel Metal Stud Details
1-2654 TS-15	Typical Brace Frame Details
1-2654 TS-16	Typical Steel Details
1-2654 TS-17	Typical Steel Moment Frame Details
1-2654 TS-18	Standard QA Plan for Steel Moment Frames
1-2654 TS-19	Standard QA Plan for Steel Moment Frames
1-2654 TS-20	Standard QA Plan for Steel Moment Frames
1-2654 TS-21	Standard QA Plan for Steel Moment Frames
1-2654 TS-22	Typical Pile Cap Details
1-2654 TS-23	Typical Pile Cap Details
1-2654 TS-24	Typical Pile Cap Details
1-2654 BP-3.0	Membrane and Venting System Plan
1-2654 BP-3.1	Methane Sensor and Alarm System Plan
1-2654 BP-3.2	Roof Blower and Venting System Plan
1-2654 BP-3.3	Methane Test Data Certificate and Notes
1-2654 BP-3.4	Typical Methane Hazard Mitigation Details
1-2654 BP-3.5	Typical Methane Hazard Mitigation Details

Drawing No.	Title
1-2654 BP-3.6	Typical Methane Hazard Mitigation Details
1-2654 BP-3.7	Typical Methane Hazard Mitigation Details
1-2654 BP-3.8	Typical Methane Hazard Mitigation Details
1-2654 BP-3.9	Typical Methane Hazard Mitigation Details
1-2654 BP-3.10	Typical Methane Hazard Mitigation Details
1-2654 TA-1.1	Title 24 Accessibility Requirements
1-2654 TA-1.2	Title 24 Accessibility Requirements
1-2654 TA-1.3	Title 24 Accessibility Requirements
1-2654 TA-1.4	Title 24 Accessibility Requirements
1-2654 TA-1.5	LADBS Notes
1-2654 TA-1.6	Title 24 Accessibility Details
1-2654 TA-1.7	Title 24 Accessibility Details
1-2654 TA-1.8	Title 24 Accessibility Details
1-2654 TA-1.9	Title 24 Accessibility Details
1-2654 TA-2.1	LEED Credit Summary
1-2654 TA-2.2	LEED Credit Summary
1-2654AD A-0.1	Site Plan and Building Data
1-2654AD A-1.1	First Floor Plan
1-2654AD A-1.2	Second Floor Plan
1-2654AD A-1.3	Third Floor Plan
1-2654AD A-1.4	Fourth Floor Plan
1-2654AD A-1.5	Fifth Floor Deck Plan
1-2654AD A-1.6	Roof Plan
1-2654AD A-1.7	First Floor Dimension Plan
1-2654AD A-1.8	Second Floor Dimension Plan
1-2654AD A-1.9	Third Floor Dimension Plan
1-2654AD A-1.10	Fourth Floor Dimension Plan
1-2654AD A-1.11	Fifth Floor Dimension Plan
1-2654AD A-1.12	Roof Dimension Plan
1-2654AD A-2.1	First Floor Reflected Ceiling Plan
1-2654AD A-2.2	Second Floor Reflected Ceiling Plan
1-2654AD A-2.3	Third Floor Reflected Ceiling Plan
1-2654AD A-2.4	Fourth Floor Reflected Ceiling Plan
1-2654AD A-2.5	Fifth Floor Deck Reflected Ceiling Plan
1-2654AD A-2.6	Typical Ceiling Grid Layout and Details
1-2654AD A-3.1	South Elevation
1-2654AD A-3.2	East Elevation
1-2654AD A-3.3	North Elevation
1-2654AD A-3.4	West Elevation
1-2654AD A-3.5	North Street Elevation
1-2654AD A-4.1	Building Sections – A
1-2654AD A-4.2	Building Sections - B
1-2654AD A-4.3	Wall Sections - A

Drawing No.	Title
1-2654AD A-4.4	Wall Sections - B
1-2654AD A-4.5	Wall Sections - C
1-2654AD A-4.6	Wall Section
1-2654AD A-5.1	Wall Details
1-2654AD A-5.2	Wall Details
1-2654AD A-5.3	Wall Details
1-2654AD A-5.4	Wall Details
1-2654AD A-5.5	Wall Details
1-2654AD A-5.6	Wall Details
1-2654AD A-5.7	Wall Details
1-2654AD A-6.1	Enlarged Restroom Plans and Interior Elevations
1-2654AD A-6.2	Janitor Room Interior Elevations
1-2654AD A-7.1	Enlarged Men and Women Shower Room Plans
1-2654AD A-8.1	Elevator Plans and Section
1-2654AD A-8.2	Elevator Details
1-2654AD A-9.1	Stair Plans and Section
1-2654AD A-9.2	Stair Details
1-2654AD A-9.3	Typical Stair Details
1-2654AD A-10.1	Enlarged Reception and Lobby Plan
1-2654AD A-10.2	Break Room Cabinetry
1-2654AD A-10.3	Conference Room Cabinetry
1-2654AD A-11.1	Enlarge Computer Room Layout Plan
1-2654AD A-11.2	Conference and Break Room Interior Elevations
1-2654AD A-12.1	Enlarged Mechanical Room, Equipment Room, Elevator Room, Sections, Elevations, and Details
1-2654AD A-13.1	Trash Enclosure Plans and Elevations
1-2654AD A-13.2	Trash Enclosure Plans and Elevations
1-2654AD A-13.3	Trash Enclosure Section and Details
1-2654AD A-14.1	Carport with Solar Panels, Elevations and Section
1-2654AD A-14.2	Carport with Solar Panels Section and Details
1-2654AD A-14.3	Carport with Solar Panels Section and Details
1-2654AD A-14.4	Perimeter Fence Plan, Elevation Section and Details
1-2654AD A-15.1	Signage Elevation and Details
1-2654AD A-16.1	Door Schedule
1-2654AD A-16.2	Door Details
1-2654AD A-16.3	Window Schedule
1-2654AD A-16.4.	Room Finish Schedule
1-2654AD S-1.1	Foundation Plan
1-2654AD S-1.2	Second Floor Framing Plan
1-2654AD S-1.3	Third Floor Framing Plan
1-2654AD S-1.4	Fourth Floor Framing Plan
1-2654AD S-1.5	Low Roof and Deck Framing Plan
1-2654AD S-1.6	High Roof Framing Plan

Drawing No.	Title
1-2654AD S-1.7	Stair Framing Plans
1-2654AD S-2.1	Moment Frame Elevations
1-2654AD S-2.2	Moment Frame Elevations
1-2654AD S-2.3	Moment Frame Elevations
1-2654AD S-2.4	Masonry Wall Elevations
1-2654AD S-4.1	Schedules
1-2654AD S-4.2	Schedules
1-2654AD S-5.1	Details
1-2654AD S-5.2	Details
1-2654AD S-5.4	Tri-Chord Details
1-2654AD S-5.5	Tri-Chord Truss Schedule
1-2654AD S-5.10	Typical Stair Details
1-2654AD S-5.11	Typical Stair Details
1-2654AD S-13.1	Trash Enclosure Plans and Elevations
1-2654AD P-0.01	General Notes, Legend and Abbreviation
1-2654AD P-0.1	General Notes, Legend and Abbreviation
1-2654AD P-1.1	First Floor Plumbing Plan
1-2654AD P-1.2	Second Floor Plumbing Plan
1-2654AD P-1.3	Third Floor Plumbing Plan
1-2654AD P-1.4	Fourth Floor Plumbing Plan
1-2654AD P-1.5	Roof Plumbing Plan
1-2654AD P-4.1	First Floor Enlarged Plumbing Plans
1-2654AD P-5.1	Plumbing Details
1-2654AD M-0.1	General Notes, Legend and Abbreviation
1-2654AD M-0.2	Equipment Schedule
1-2654AD M-0.3	Mechanical Schedules
1-2654AD M-0.4	Mechanical Schedules
1-2654AD M-0.5	Mechanical Schedules
1-2654AD M-1.1	First Floor Mechanical Plan
1-2654AD M-1.2	Second Floor Mechanical Plan
1-2654AD M-1.3	Third Floor Mechanical Plan
1-2654AD M-1.4	Fourth Floor Mechanical Plan
1-2654AD M-1.5	Roof Mechanical Plan
1-2654AD M-5.1	Mechanical Details
1-2654AD M-5.2	Mechanical Details
1-2654AD M-5.3	Mechanical Details
1-2654AD E1	General Notes, Legend and Sheet List
1-2654AD E2	Single Line Diagram
1-2654AD E3	PV Single Line Diagram

Drawing No.	Title
1-2654AD E5	Site Power Plan
1-2654AD E6	Landscape Lighting Plan
1-2654AD E7	Site Lighting Plan
1-2654AD E8	First Floor Lighting Plan
1-2654AD E9	Second Floor Lighting Plan
1-2654AD E10	Third Floor Lighting Plan
1-2654AD E11	Fourth Floor Lighting Plan
1-2654AD E12	Low Roof Lighting Plan
1-2654AD E13	First Floor Power Plan
1-2654AD E14	Second Floor Power Plan
1-2654AD E15	Third Floor Power Plan
1-2654AD E16	Fourth Floor Power Plan
1-2654AD E17	Low Roof Power Plan
1-2654AD E18	First Floor Mechanical Power Plan
1-2654AD E19	Second Floor Mechanical Power Plan
1-2654AD E20	Third Floor Mechanical Power Plan
1-2654AD E21	Fourth Floor Mechanical Power Plan
1-2654AD E22	Low Roof Mechanical Power Plan
1-2654AD E23	Fixture Schedule and Wiring Diagram
1-2654AD E24	Panel Schedules
1-2654AD E25	Panel Schedules
1-2654AD E26	Title 24 Indoor Calculation
1-2654AD E27	Details
1-2654AD E28	Details
1-2654AD E29	Details
1-2654AD FA1	General Notes, Legend and Sheet List
1-2654AD FA2	First Floor Fire Alarm Plan
1-2654AD FA3	Second Floor Fire Alarm Plan
1-2654AD FA4	Third Floor Fire Alarm Plan
1-2654AD FA5	Fourth Floor Fire Alarm Plan
1-2654AD FA6	Low Roof Fire Alarm Plan
1-2654AD FA7	Fire Alarm System Riser Diagram
1-2654AD FA8	Fire alarm Voltage Drop Calculation
1-2654YO	Yard Operations Building
1-2654YO T-0.1	Index to Drawings and Vicinity Map
1-2654YO T-0.2	Index to Drawings
1-2654YO T-0.3	Abbreviations and Referencing System
1-2654YO T-0.4	Terminal Site Plan and Project Location
1-2654 TA-1.1	Title 24 Accessibility Requirements

Drawing No.	Title
1-2654 TA-1.2	Title 24 Accessibility Requirements
1-2654 TA-1.3	Title 24 Accessibility Requirements
1-2654 TA-1.4	Title 24 Accessibility Requirements
1-2654 TA-1.5	Title 24 Accessibility Requirements
1-2654 TA-1.6	Title 24 Accessibility Details
1-2654 TA-1.7	Title 24 Accessibility Details
1-2654 TA-1.8	Title 24 Accessibility Details
1-2654 TA-1.9	Title 24 Accessibility Details
1-2654 TA-1.10	Title 24 Accessibility Details
1-2654YO BP-3.0	Membrane and Venting System Plan
1-2654YO BP-3.1	Methane Sensor and Alarm System Plan
1-2654YO BP-3.2	Roof Blower and Vent System Plan
1-2654YO BP-3.3	Methane Test Data Certificate and Notes
1-2654YO BP-3.4	Typical Methane Hazard Mitigation Details
1-2654YO BP-3.5	Typical Methane Hazard Mitigation Details
1-2654YO BP-3.6	Typical Methane Hazard Mitigation Details
1-2654YO BP-3.7	Typical Methane Hazard Mitigation Details
1-2654YO BP-3.8	Typical Methane Hazard Mitigation Details
1-2654YO BP-3.9	Typical Methane Hazard Mitigation Details
1-2654YO BP-3.10	Typical Methane Hazard Mitigation Details
1-2654YO A-0.1	Site Plan
1-2654YO A-1.0	Floor Plan
1-2654YO A-1.1	Reflected Ceiling Plan
1-2654YO A-1.2	Roof Plan
1-2654YO A-2.0	Elevations
1-2654YO A-2.1	Elevations
1-2654YO A-3.0	Yard Operations Building Sections
1-2654YO A-3.1	Yard Operations Building Sections
1-2654YO A-3.2	Yard Operations Wall Sections
1-2654YO A-3.3	Yard Operations Wall Sections
1-2654YO A-4.0	Restroom Plans and Details
1-2654YO A-4.1	Restroom Elevations
1-2654YO A-5.0	Schedules
1-2654YO A-6.0	Wall Details
1-2654YO A-6.1	Wall Details
1-2654YO A-7.0	Door and Window Details
1-2654YO A-7.1	Window Details
1-2654YO A-7.2	Door Details
1-2654YO A-8.0	Standing Seam Roof Details
1-2654YO A-8.1	Wall Details

Drawing No.	Title
1-2654YO A-8.2	Roof Details
1-2654YO A-8.3	Roof Details
1-2654YO A-9.0	Metal Framed Ceiling Details
1-2654YO A-9.1	Soffit Details
1-2654YO A-9.2	Suspended Ceiling Details
1-2654YO A-9.3	Suspended Ceiling Details
1-2654YO A-10.0	Interior and Casework Details
1-2654TS TS-1	General Notes
1-2654TS TS-2	General Notes
1-2654TS TS-3	General Notes
1-2654TS TS-4	General Notes
1-2654TS TS-5	Typical Concrete Details
1-2654TS TS-6	Typical Concrete Details
1-2654TS TS-7	Typical Masonry Details
1-2654TS TS-8	Typical Masonry Details
1-2654TS TS-9	Typical Masonry Details
1-2654TS TS-10	Typical Steel Details
1-2654TS TS-11	Typical Steel Details
1-2654TS TS-12	Typical Metal Deck Details
1-2654TS TS-13	Typical Metal Deck Details
1-2654TS TS-14	Typical Steel Metal Stud Details
1-2654TS TS-15	Typical Brace Frame Details
1-2654YO TS-16	Typical Steel Details
1-2654YO TS-17	Typical Steel Moment Frame Details
1-2654YO TS-18	Standard QA Plan for Steel Moment Frames
1-2654YO TS-19	Standard QA Plan for Steel Moment Frames
1-2654YO TS-20	Standard QA Plan for Steel Moment Frames
1-2654YO TS-21	Standard QA Plan for Steel Moment Frames
1-2654YO TS-22	Typical Pile Cap Details
1-2654YO TS-23	Typical Pile Cap Details
1-2654YO TS-24	Typical Pile Cap Details
1-2654YO S-1.1	Foundation Plan
1-2654YO S-1.2	Low Roof Framing Plans
1-2654YO S-1.3	High Roof Framing Plans
1-2654YO S-2.1	Wall Elevations
1-2654YO S-2.2	Wall Elevations
1-2654YO S-2.3	Wall Elevations
1-2654YO S-2.4	Wall Elevations
1-2654YO S-4.1	Site Grade Beam Schedule and Slab Schedule
1-2654YO S-5.1	Foundation Details
1-2654YO S-5.2	Foundation Details
1-2654YO S-6.1	Steel Framing Details
1-2654YO S-6.2	Steel Framing Details

Drawing No.	Title
1-2654YO P-0.1	General Notes, Legend and Abbreviation
1-2654YO P-0.2	General Notes, Legend and Abbreviation
1-2654YO P-1.1	First Floor Plumbing Plan
1-2654YO P-1.2	Enlarged Plumbing Plan
1-2654YO P-5.1	Plumbing Details
1-2654YO P-5.2	Plumbing Details
1-2654YO M-0.1	General Notes, Legend and Abbreviation
1-2654YO M-0.2	Mechanical Schedules
1-2654YO M-1.1	First Floor and Roof Mechanical Plan
1-2654YO M-5.1	Mechanical Details
1-2654YO E-1	General Notes, Legend and Sheet List
1-2654YO E-2	Single Line Diagram
1-2654YO E-3	First Floor Lighting Plan
1-2654YO E-4	First Floor Power Plan
1-2654YO E-5	Fixture and Panel Schedule and Wiring Diagram
1-2654YO E-6	Details
1-2654YO E-7	Title 24 Indoor Calculation
1-2654YO FA-1	General Notes, Legend and Sheet List
1-2654YO FA-2	First Floor Fire Alarm Plan
1-2654YO FA-3	FA Riser Diagram and VD Calculation
1-2654MC	Main Canopy
1-2654MC T-0.0	Cover Sheet
1-2654MC T-0.1	Drawing of Index, Vicinity Map
1-2654MC BP-3.0	Membrane and Venting System Plan
1-2654MC BP-3.1	Methane Sensor and Alarm System Plan
1-2654MC BP-3.4	Typical Methane Hazard Mitigation Details
1-2654MC BP-3.5	Typical Methane Hazard Mitigation Details
1-2654MC BP-3.6	Typical Methane Hazard Mitigation Details
1-2654MC BP-3.7	Typical Methane Hazard Mitigation Details
1-2654MC BP-3.8	Typical Methane Hazard Mitigation Details
1-2654MC BP-3.9	Typical Methane Hazard Mitigation Details
1-2654MC BP-3.10	Typical Methane Hazard Mitigation Details
1-2654MC TA-1.1	Title 24 Accessibility Notes
1-2654MC TA-1.2	Title 24 Accessibility Notes
1-2654MC TA-1.3	Title 24 Accessibility Notes
1-2654MC TA-1.4	Title 24 Accessibility Notes
1-2654MC TA-1.5	Title 24 Accessibility Notes

Drawing No.	Title
1-2654MC TA-1.6	Title 24 Accessibility Notes
1-2654MC TA-1.7	Title 24 Accessibility Notes
1-2654MC TA-1.8	Title 24 Accessibility Notes
1-2654MC TA-1.9	Title 24 Accessibility Notes
1-2654MC A-0.0	Main Gate Canopies Site Plan
1-2654MC A-0.1	Entry Gate Electrical Data Equipment Room Site Plan
1-2654MC A-0.2	Exit Canopy Site Plan
1-2654MC A-1.1	Exit Canopy Floor Plan, Key Notes Legend
1-2654MC A-1.3	Exit Canopy Roof Plan, Key Notes Legend
1-2654MC A-2.1	Exit Canopy Reflected Ceiling Plan, Key Notes Legend
1-2654MC A-3.1	Exit Canopy-North Elevation, East Elevation, Key Notes
1-2654MC A-3.2	Exit Canopy-South Elevation, West Elevation, Key Notes
1-2654MC A-4.1	Exit Canopy Sections, Key Notes
1-2654MC A-5.1	Columns Elevations and Sections
1-2654MC A-5.2	Column Details
1-2654MC A-5.3	Column Details
1-2654MC A-6.1	Electrical-Data Equipment Room Floor Plan
1-2654MC A-7.1	Details
1-2654MC A-7.2	Details
1-2654 TS-1	General Notes
1-2654 TS-2	General Notes
1-2654 TS-3	General Notes
1-2654 TS-4	General Notes
1-2654 TS-5	Typical Concrete Details
1-2654 TS-6	Typical Concrete Details
1-2654 TS-7	Typical Masonry Details
1-2654 TS-8	Typical Masonry Details
1-2654 TS-9	Typical Masonry Details
1-2654 TS-10	Typical Steel Details
1-2654 TS-11	Typical Steel Details
1-2654 TS-12	Typical Metal Deck Details
1-2654 TS-13	Typical Metal Deck Details
1-2654 TS-14	Typical Steel Metal Stud Details
1-2654 TS-15	Typical Brace Frame Details
1-2654 TS-16	Typical Steel Details
1-2654 TS-17	Typical Steel Moment Frame Details
1-2654 TS-18	Standard QA Plan for Steel Moment Frames
1-2654 TS-19	Standard QA Plan for Steel Moment Frames
1-2654 TS-20	Standard QA Plan for Steel Moment Frames
1-2654 TS-21	Standard QA Plan for Steel Moment Frames
1-2654 TS-22	Typical Pile Cap Details
1-2654 TS-23	Typical Pile Details
1-2654 TS-24	Typical Pile Cap Details

Drawing No.	Title
1-2654MC S-1.1	Foundation Plan
1-2654MC S-1.2	Roof Framing Plan
1-2654MC S-1.3	Equipment Room Foundation and Roof Framing Plan
1-2654MC S-2.1	Frame Elevations
1-2654MC S-2.2	Frame Elevations
1-2654MC S-2.3	Frame Elevations
1-2654MC S-2.4	Frame Elevations
1-2654MC S-3.1	Grade Beam and Slab Schedule
1-2654MC S-4.1	Section and Details
1-2654MC S-5.1	Typical Steel Frame Details
1-2654MC S-5.2	Typical Steel Frame Details
1-2654MC S-5.3	Typical Steel Frame Details
1-2654MC M-0.1	General Notes, Legend and Abbreviation
1-2654MC M-1.1	First Floor and Roof Mechanical Plan
1-2654MC M-5.1	Mechanical Details
1-2654MC E-1	General Notes, Legend and Sheet List
1-2654MC E-2	Single Line Diagram-Pending
1-2654MC E-3	First Floor Lighting Plan-Pending
1-2654MC E-4	First Floor Power Plan-Pending
1-2654MC E-5	Details-Pending
1-2654MC E-6	Title 24 Indoor Calculation-Pending
1-2654GH	Guard House
1-2654GH T-0.0	Cover Sheet
1-2654GH T-0.1	Index to Drawing, Vicinity Map, Referencing System
1-2654GH BP-3.0	Membrane and Venting System Plan
1-2654GH BP-3.1	Methane Sensor and Alarm System Plan
1-2654GH BP-3.2	Roof Blower and Venting System Plan
1-2654GH BP-3.3	Methane Test Data Certificate and Notes
1-2654GH BP-3.4	Typical Methane Hazard Mitigation Details
1-2654GH BP-3.5	Typical Methane Hazard Mitigation Details
1-2654GH BP-3.6	Typical Methane Hazard Mitigation Details
1-2654GH BP-3.7	Typical Methane Hazard Mitigation Details
1-2654GH BP-3.8	Typical Methane Hazard Mitigation Details
1-2654GH BP-3.9	Typical Methane Hazard Mitigation Details
1-2654GH BP-3.10	Typical Methane Hazard Mitigation Details
1-2654GH TA-1.0	Title 24 Accessibility Notes
1-2654GH TA-1.1	Title 24 Accessibility Notes
1-2654GH TA-1.2	Title 24 Accessibility Notes
1-2654GH TA-1.3	Title 24 Accessibility Notes

Drawing No.	Title
1-2654GH TA-2.0	Title 24 Accessibility Details
1-2654GH A-0.0	Overall Site Plan
1-2654GH A-0.1	Site Plan
1-2654GH A-1.1	Floor Plan
1-2654GH A-1.2	Roof Plan and Reflected Ceiling Plan
1-2654GH A-2.1	Elevations
1-2654GH A-3.1	Sections
1-2654GH A-3.2	Sections
1-2654GH A-4.1	Enlarged Wall Sections
1-2654GH A-4.2	Enlarged Wall Sections
1-2654GH A-4.3	Enlarged Wall Sections
1-2654GH A-5.1	Toilet Room Plans, Elevations, and Details
1-2654GH A-5.2	Details
1-2654GH A-5.3	Ceilings Details
1-2654GH A-7.1	Schedules
1-2654 TS-1	General Notes
1-2654 TS-2	General Notes
1-2654 TS-3	General Notes
1-2654 TS-4	General Notes
1-2654 TS-5	Typical Concrete Details
1-2654 TS-6	Typical Concrete Details
1-2654 TS-7	Typical Masonry Details
1-2654 TS-8	Typical Masonry Details
1-2654 TS-9	Typical Masonry Details
1-2654 TS-10	Typical Steel Details
1-2654 TS-11	Typical Steel Details
1-2654 TS-12	Typical Metal Deck Details
1-2654 TS-13	Typical Metal Deck Details
1-2654 TS-14	Typical Steel Metal Stud Details
1-2654 TS-15	Typical Brace Frame Details
1-2654 TS-16	Typical Steel Details
1-2654 TS-17	Typical Steel Moment Frame Details
1-2654 TS-18	Standard QA Plan for Steel Moment Frames
1-2654 TS-19	Standard QA Plan for Steel Moment Frames
1-2654 TS-20	Standard QA Plan for Steel Moment Frames
1-2654 TS-21	Standard QA Plan for Steel Moment Frames
1-2654 TS-22	Typical Pile Cap Details
1-2654 TS-23	Typical Pile Details
1-2654 TS-24	Typical Pile Cap Details
1-2654GH S-0.1	General Notes
1-2654GH S-0.2	General Notes
1-2654GH S-1.1	Foundation Plan
1-2654GH S-1.2	Roof Framing Plan

Drawing No.	Title
1-2654GH S-3.1	Elevations
1-2654GH S-4.1	Foundation Details
1-2654GH S-5.1	Framing Details
1-2654GH S-5.2	Typical Reinforcement Bar Details
1-2654GH P-0.01	General Notes, Legends and Abbreviations
1-2654GH P-0.1	General Notes, Legends and Abbreviations
1-2654GH P-1.1	Enlarged First Floor Plumbing Plan
1-2654GH P-1.1	First Floor Plumbing Plans
1-2654GH P-5.1	Plumbing Details
1-2654GH M-0.1	General Notes, Legend and Abbreviation
1-2654GH M-0.2	Mechanical Schedules
1-2654GH M-1.1	First Floor and Roof Mechanical Plans
1-2654GH M-5.1	Mechanical Details
1-2654GH E-1	General Notes, Legend and Sheet List
1-2654GH E-2	Single Line Diagram
1-2654GH E-3	First Floor Lighting Plan
1-2654GH E-4	First Floor Power Plan
1-2654GH E-5	Tile 24 Indoor Calculation
1-2654GH E-6	Details
1-2654GH FA-1	General Notes, Legend and Sheet List
1-2654GH FA-2	First Floor Fire Alarm Plan
1-2654GH FA-3	FA Riser Diagram and VD Calculation
1-2654DS	Driver Services
1-2654DS T-0.0	Cover Sheet
1-2654DS T-0.1	Index to Drawings, Vicinity Map
1-2654DS BP-3.0	Membrane and Venting System Plan
1-2654DS BP-3.1	Methane Sensor and Alarm System Plan
1-2654DS BP-3.2	Roof Blower and Venting System Plan
1-2654 BP-3.3	Methane Test Data Certificate and Notes
1-2654 BP-3.4	Typical Methane Hazard Mitigation Details
1-2654 BP-3.5	Typical Methane Hazard Mitigation Details
1-2654 BP-3.6	Typical Methane Hazard Mitigation Details
1-2654 BP-3.7	Typical Methane Hazard Mitigation Details
1-2654 BP-3.8	Typical Methane Hazard Mitigation Details
1-2654 BP-3.9	Typical Methane Hazard Mitigation Details
1-2654 BP-3.10	Typical Methane Hazard Mitigation Details

Drawing No.	Title
1-2654 TA-1.0	Title 24 Accessibility Notes
1-2654 TA-1.1	Title 24 Accessibility Notes
1-2654 TA-1.2	Title 24 Accessibility Notes
1-2654 TA-1.3	Title 24 Accessibility Notes
1-2654 TA-2.0	Title 24 Accessibility Details
1-2654DS A-0.0	Project Site Plan
1-2654DS A-0.1	Building Site Plan and Legal Description
1-2654DS A-1.1	Floor Plan
1-2654DS A-1.2	Roof Plan
1-2654DS A-1.3	Reflected Ceiling Plan
1-2654DS A-2.1	Building Elevations
1-2654DS A-2.2	Interior Elevations
1-2654DS A-3.1	Building Sections
1-2654DS A-3.2	Wall Details
1-2654DS A-4.1	Toilet Room Plans, Elevations, and Details
1-2654DS A-5.1	Details
1-2654DS A-5.2	Details
1-2654DS A-5.3	Details
1-2654DS A-6.0	Ceilings Details
1-2654DS A-7.1	Door Schedule, Window Schedule, and Finish Schedule
1-2654 TS-1	General Notes
1-2654 TS-2	General Notes
1-2654 TS-3	General Notes
1-2654 TS-4	General Notes
1-2654 TS-5	Typical Concrete Details
1-2654 TS-6	Typical Concrete Details
1-2654 TS-7	Typical Masonry Details
1-2654 TS-8	Typical Masonry Details
1-2654 TS-9	Typical Masonry Details
1-2654 TS-10	Typical Steel Details
1-2654 TS-11	Typical Steel Details
1-2654 TS-12	Typical Metal Deck Details
1-2654 TS-13	Typical Metal Deck Details
1-2654 TS-14	Typical Steel Metal Stud Details
1-2654 TS-15	Typical Brace Frame Details
1-2654 TS-16	Typical Steel Details
1-2654 TS-17	Typical Steel Moment Frame Details
1-2654 TS-18	Standard QA Plan for Steel Moment Frames
1-2654 TS-19	Standard QA Plan for Steel Moment Frames
1-2654 TS-20	Standard QA Plan for Steel Moment Frames
1-2654 TS-21	Standard QA Plan for Steel Moment Frames
1-2654 TS-22	Typical Pile Cap Details

Drawing No.	Title
1-2654 TS-23	Typical Pile Details
1-2654 TS-24	Typical Pile Cap Details
1-2654DS S-1.1	Foundation Plan
1-2654DS S-1.2	Roof Framing Plan
1-2654DS S-3.1	Metal Framing Elevation
1-2654DS S-5.1	Details
1-2654DS S-5.2	Details
1-2654DS S-5.3	Details
1-2654DS P-0.01	General Notes, Legends and Abbreviations
1-2654DS P-1.1	Roof Working Plan
1-2654DS P-1.1	First Floor Plumbing Plan
1-2654DS P-1.1	First Floor Plumbing Plans
1-2654DS P-5.1	Plumbing Details
1-2654DS M-0.1	General Notes, Legends and Abbreviation
1-2654DS M-0.2	Mechanical Schedules
1-2654DS M-1.1	First Floor and Roof Mechanical Plans
1-2654DS M-5.1	Mechanical Details
1-2654DS E-1	General Notes, Legend and Sheet List
1-2654DS E-2	Single Line Diagram
1-2654DS E-3	First Floor Lighting Plan
1-2654DS E-4	First Floor Power Plan
1-2654DS E-5	Details
1-2654DS E-6	Tile 24 Indoor Calculation
1-2654DS FA-1	General Notes, Legend and Sheet List
1-2654DS FA-2	First Floor Fire Alarm Plan
1-2654DS FA-3	FA Riser Diagram and VD Calculation
1-2654IG	Identification Gates
1-2654IG T-0.0	Cover Sheet
1-2654IG T-0.1	Index to Drawings, Vicinity Map
1-2654GH TA-1.0	Title 24 Accessibility Notes
1-2654GH TA-1.1	Title 24 Accessibility Notes
1-2654GH TA-1.2	Title 24 Accessibility Notes
1-2654GH TA-1.3	Title 24 Accessibility Notes
1-2654IG A-0.0	Overall Project Site Plan
1-2654IG A-0.1	Site Plan
1-2654IG A-1.1	Floor Plan - Inbound and Outbound

Drawing No.	Title
1-2654IG A-1.2	Roof Plan - Inbound and Outbound
1-2654IG A-2.1	Reflected Ceiling Plan – Inbound and Outbound
1-2654IG A-3.1	Elevations – Inbound and Outbound
1-2654IG A-3.2	Elevations – Inbound and Outbound
1-2654IG A-4.1	Sections – Inbound and Outbound
1-2654IG A-4.2	Sections – Inbound and Outbound
1-2654IG A-5.1	Details
1-2654IG A-5.2	Details
1-2654 TS-1	General Notes
1-2654 TS-2	General Notes
1-2654 TS-3	General Notes
1-2654 TS-4	General Notes
1-2654 TS-5	Typical Concrete Details
1-2654 TS-6	Typical Concrete Details
1-2654 TS-7	Typical Masonry Details
1-2654 TS-8	Typical Masonry Details
1-2654 TS-9	Typical Masonry Details
1-2654 TS-10	Typical Steel Details
1-2654 TS-11	Typical Steel Details
1-2654 TS-12	Typical Metal Deck Details
1-2654 TS-13	Typical Metal Deck Details
1-2654 TS-14	Typical Steel Metal Stud Details
1-2654 TS-15	Typical Brace Frame Details
1-2654 TS-16	Typical Steel Details
1-2654 TS-17	Typical Steel Moment Frame Details
1-2654 TS-18	Standard QA Plan for Steel Moment Frames
1-2654 TS-19	Standard QA Plan for Steel Moment Frames
1-2654 TS-20	Standard QA Plan for Steel Moment Frames
1-2654 TS-21	Standard QA Plan for Steel Moment Frames
1-2654 TS-22	Typical Pile Cap Details
1-2654 TS-23	Typical Pile Details
1-2654 TS-24	Typical Pile Cap Details
1-2654IG S-1.1	Foundation Plan
1-2654IG S-1.2	Roof Framing Plan
1-2654IG S-2.1	Frame Elevation
1-2654IG S-2.2	Frame Elevation
1-2654IG S-3.1	Sections and Details
1-2654IG S-4.1	Grade Beam and Slab Schedule
1-2654IG S-5.1	Framing Sections
1-2654IG S-5.2	Framing Sections
1-2654IG S-5.3	Framing Sections

Drawing No.	Title
1-2654GH E-1	General Notes, Legend and Sheet List-Pending
1-2654GH E-2	Single Line Diagram-Pending
1-2654GH E-3	First Floor Lighting Plan-Pending
1-2654GH E-4	First Floor Power Plan-Pending
1-2654GH E-5	Title 24 Indoor Calculation-Pending
1-2654GH E-6	Details-Pending
1-2654PB	Pedestrian Bridge
1-2654PB T-1.0	Drawing Index
1-2654PB T-1.1	Drawing Index
1-2654PB T-1.2	Abbreviations and Referencing System
1-2654PB TA-1.1	Title 24 Accessibility Requirements
1-2654PB TA-1.2	Title 24 Accessibility Requirements
1-2654PB TA-1.3	Title 24 Accessibility Requirements
1-2654PB TA-1.4	Title 24 Accessibility Requirements
1-2654PB TA-1.5	LADBS Notes
1-2654PB TA-1.6	Title 24 Accessibility Details
1-2654PB TA-1.7	Title 24 Accessibility Details
1-2654PB TA-1.8	Title 24 Accessibility Details
1-2654PB TA-1.9	Title 24 Accessibility Details
1-2654PB TA-1.10	Accessibility Details
1-2654PB A-0.1	Site Access Plan
1-2654PB A-1.0	Site Plan
1-2654PB A-1.1	West Tower Ground Floor Plan
1-2654PB A-1.2	East Tower Ground Floor Plan
1-2654PB A-1.3	West Tower Landing 1
1-2654PB A-1.4	East Tower Landing 1
1-2654PB A-1.5	West Tower Landing 2
1-2654PB A-1.6	East Tower Landing 2
1-2654PB A-1.7	West Tower Landing 3
1-2654PB A-1.8	East Tower Landing 3
1-2654PB A-1.9	West Tower Landing 4
1-2654PB A-1.10	East Tower Landing 4
1-2654PB A-2.0	East Tower Enlarged Plans
1-2654PB A-2.1	West Tower Enlarged Plans
1-2654PB A-3.0	East and West Elevations
1-2654PB A-3.1	North and South Elevations
1-2654PB A-3.2	East Elevator Elevations
1-2654PB A-3.3	West Elevator Elevations
1-2654PB A-4.0	West Tower Sections
1-2654PB A-4.1	East Tower Sections
1-2654PB A-5.0	Wall Sections
1-2654PB A-5.1	Wall Sections

Drawing No.	Title
1-2654PB A-6.0	Details
1-2654PB A-6.1	Details
1-2654PB A-6.2	Details
1-2654PB A-6.3	Details
1-2654PB A-7.0	Door Schedule
1-2654PB BP-3.0	Membrane System Plan
1-2654PB BP-3.1	Methane Sensor and Alarm System Plan
1-2654PB BP-3.2	Methane Test Data Certificate and Notes
1-2654PB BP-3.4	Typical Methane Hazard Mitigation Details
1-2654PB BP-3.5	Typical Methane Hazard Mitigation Details
1-2654PB BP-3.6	Typical Methane Hazard Mitigation Details
1-2654PB BP-3.7	Typical Methane Hazard Mitigation Details
1-2654PB BP-3.8	Typical Methane Hazard Mitigation Details
1-2654PB BP-3.9	Typical Methane Hazard Mitigation Details
1-2654PB BP-3.10	Typical Methane Hazard Mitigation Details
1-2654PB TS-1	General Notes
1-2654PB TS-2	General Notes
1-2654PB TS-3	General Notes
1-2654PB TS-4	General Notes
1-2654PB TS-5	Typical Concrete Details
1-2654PB TS-6	Typical Concrete Details
1-2654PB TS-7	Typical Masonry Details
1-2654PB TS-8	Typical Masonry Details
1-2654PB TS-9	Typical Masonry Details
1-2654PB TS-10	Typical Steel Details
1-2654PB TS-11	Typical Steel Details
1-2654PB TS-12	Typical Metal Deck Details
1-2654PB TS-13	Typical Metal Deck Details
1-2654PB TS-14	Typical Steel Metal Stud Details
1-2654PB TS-15	Typical Brace Frame Details
1-2654PB TS-16	Typical Steel Details
1-2654PB TS-17	Typical Steel Moment Frame Details
1-2654PB TS-18	Standard QA Plan for Steel Moment Frames
1-2654PB TS-19	Standard QA Plan for Steel Moment Frames
1-2654PB TS-20	Standard QA Plan for Steel Moment Frames
1-2654PB TS-21	Standard QA Plan for Steel Moment Frames
1-2654PB TS-22	Typical Pile Cap Details
1-2654PB TS-23	Typical Pile Details
1-2654PB TS-24	Typical Pile Cap Details

Drawing No.	Title
1-2654PB S-1.0	Bridge General Plan
1-2654PB S-1.1	West Foundation Plan
1-2654PB S-1.2	West Landings 1 and 2 Framing Plan
1-2654PB S-1.3	West Landings 3 and 4 Framing Plan
1-2654PB S-1.4	East Foundation Plan
1-2654PB S-1.5	East Landings 1 and 2 Framing Plan
1-2654PB S-1.6	East Landings 3 and 4 Framing Plan
1-2654PB S-1.7	Bridge Deck Framing Plan
1-2654PB S-1.8	Bridge and West and East Roof Framing Plan
1-2654PB S-2.1	West Braced Frames
1-2654PB S-2.2	West Moment Frames
1-2654PB S-2.3	East Braced Frames
1-2654PB S-2.4	East Braced Frames
1-2654PB S-2.5	East Moment Frames
1-2654PB S-3.1	Schedules
1-2654PB S-4.1	Details
1-2654PB S-4.2	Details
1-2654PB S-4.3	Details
1-2654PB S-5.1	Bridge Details
1-2654PB S-5.2	Bridge Details
1-2654PB S-5.3	Bridge Details
1-2654PB S-5.4	Details
1-2654PB S-5.5	Bridge Details
1-2654PB E-1	General Notes, Legend and Sheet List
1-2654PB E-2	Single Line Diagram
1-2654PB E-3	Fixture, Relay and Panel Schedule
1-2654PB E-4	Bridge Lighting Plan-Ground Level
1-2654PB E-5	Bridge Lighting Plan-Intermediate Level
1-2654PB E-6	Bridge Lighting Plan-2nd Intermediate Level
1-2654PB E-7	Bridge Lighting Plan-Top Level
1-2654PB E-8	Bridge Lighting Elevations
1-2654PB E-9	Bridge Power Plan
1-2654PB E-10	Bridge Power Plan
1-2654PB E-11	Bridge Power Plan
1-2654PB E-12	Bridge Power Plan
1-2654PB E-13	Bridge Power Elevation
1-2666	Rear Berths 136-139 Main Gate and Backland Improvements
1-2654,1-2666 T-0	Cover Title Sheet
1-2666 T-01	General Notes, Vicinity Map, Index to Drawings
1-2666 T-02	Index to Drawings

Drawing No.	Title
1-2654, 1-2666 C-01	Project Limits and Access
1-2654, 1-2666 PH-01	Construction Phase 1
1-2654, 1-2666 PH-02	Construction Phase 2
1-2654, 1-2666 PH-03	Construction Phase 3
1-2654, 1-2666 PH-04	Construction Phase 4
1-2654, 1-2666 PH-05	Construction Phase 5
1-2654, 1-2666 PH-06	Construction Phase 6
1-2666 R-01	Removal and Demolition Site Plan
1-2666 R-02	Removal and Demolition Plan
1-2666 R-03	Removal and Demolition Plan
1-2666 R-04	Removal and Demolition Plan
1-2666 R-05	Removal and Demolition Plan
1-2666 R-06	Not Used
1-2666 R-07	Building Schedule and General Notes
1-2666 GP-01	Grading and Paving Site Plan
1-2666 GP-02	Grading and Paving Plan
1-2666 GP-03	Grading and Paving Plan
1-2666 GP-04	Grading and Paving Plan
1-2666 GP-05	Grading and Paving Plan
1-2666 GP-06	Grading and Paving Plan
1-2666 GP-07	Enlarged Entry Gate Grading Plan
1-2666 GP-08	Grading and Paving – Details
1-2666 GP-09	Grading and Paving – Details
1-2666 GP-10	Grading and Paving – Details
1-2666 GP-11	Point and Curve Tables
1-2666 GC-1	Gate Complex – Site Plan
1-2666 GC-2	Main Gate Entry – Plan
1-2666 GC-3	Main Gate Exit – Plan
1-2666 GC-4	Identification In and Out Gates – Plan
1-2666 SP-01	Striping and Fencing Plan
1-2666 SP-02	Striping and Fencing Plan
1-2666 SP-03	Striping and Fencing Plan
1-2666 SP-04	Striping and Fencing Plan
1-2666 SP-05	Striping and Fencing Plan
1-2666 SP-06	Not Used
1-2666 SP-07	Fencing and Barrier Details
1-2666 SP-08	Striping Details I
1-2666 SP-09	Striping Details II
1-2666 SP-10	Line and Curve Tables
1-2666 SP-11	Striping Details

Drawing No.	Title
1-2666 SD-01	Storm Drain Plan
1-2666 SD-02	Storm Drain Plan
1-2666 SD-03	Storm Drain Plan
1-2666 SD-04	Storm Drain Plan
1-2666 SD-05	Storm Drain Plan
1-2666 SD-06	Storm Drain Plan
1-2666 SD-07	Storm Drain Profiles
1-2666 SD-08	Storm Drain – Details
1-2666 SD-09	Planter Details
1-2666 SS-01	Sanitary Sewer – Site Plan
1-2666 SS-02	Sanitary Sewer Plan and Profile – Line "A"
1-2666 SS-03	Sanitary Sewer Plan and Profile – Line "C"
1-2666 SS-04	Sanitary Sewer Plan and Profile – Line "E"
1-2666 W-01	Water System Plan, Legend and Abbreviations
1-2666 W-02	Water System Plan
1-2666 W-03	Water System Plan
1-2666 W-04	Water System Plan
1-2666 W-05	Water System Plan
1-2666 W-06	Water System Plan
1-2666 W-07	Water Section and Details
1-2666 W-08	Water Section and Details
1-2666 W-09	Water Section and Details
1-2666 W-10	Water Section and Details
1-2666 W-11	Water Section and Details
1-2666 W-12	Water Section and Details
1-2666 G-01	General Notes, Gas Site Plan, Legends, Symbols, and Abbreviations
1-2666 G-02	Gas System Plan
1-2666 G-03	Details
1-2666 S-1	General Notes
1-2666 S-2	General Notes
1-2666 S-3	General Notes
1-2666 S-4	Typical Reinforcing Steel Schedules
1-2666 S-5	Camera T-Pole Details
1-2666 S-6	Communication and Chassis Camera Pedestal – Details
1-2666 S-7	Pedestal Ladder and Gate Arm Details
1-2666 S-8	Sections and Details
1-2666 S-9	OCR – Details
1-2666 S-10	OCR – Details
1-2666 S-11	OCR – Details
1-2666 S-12	Typical Elevations

Drawing No.	Title
1-2666 S-13	Gate Details
1-2666 S-14	Crash Gate – Details
1-2666 S-15	
1-2666 S-16	100' Light Pole Foundation
1-2666 S-17	Caisson Footing for 100' Light Pole
1-2666 S-18	Guard Post Details for 100' Light Pole
1-2666 L-0.0	General Notes and Abbreviations
1-2666 L-1.1	Not Included in Review
1-2666 L-1.2	Not Included in Review
1-2666 L-1.3	Not Included in Review
1-2666 L-2.0	Not Included in Review
1-2666 L-3.1	Irrigation Notes and Legend
1-2666 L-3.2	Irrigation Plan – Area 1
1-2666 L-3.3	Irrigation Plan – Area 2
1-2666 L-3.4	Irrigation Plan – Area 3
1-2666 L-4.0	Irrigation Details 1
1-2666 L-4.1	Irrigation Details 2
1-2666 L-5.0	Recycled Water Guidelines
1-2666 L-6.1	Planting Plan – Area 1
1-2666 L-6.2	Planting Plan – Area 2
1-2666 L-6.3	Planting Plan – Area 3
1-2666 L-6.4	Succulent Planting Plans
1-2666 L-7.0	Landscape Details
1-2666 E1	General Notes, Legend and Sheet List
1-2666 E2	Single Line Diagram
1-2666 E3	Site Key Plan
1-2666 E4	Power and Conduit Enlarged Site Plan – Area 2
1-2666 E5	Power and Conduit Enlarged Site Plan – Area 3
1-2666 E6	Power and Conduit Enlarged Site Plan – Area 4
1-2666 E7	Power and Conduit Enlarged Site Plan – Area 5
1-2666 E8	Lighting Enlarged Site Plan – Area 2
1-2666 E9	Lighting Enlarged Site Plan – Area 3
1-2666 E10	Lighting Enlarged Site Plan – Area 4
1-2666 E11	Lighting Enlarged Site Plan – Area 5
1-2666 E12	Lighting Enlarged Site Plan – Area 6
1-2666 E13	In-Gate Enlarged Plans
1-2666 E14	In-Gate Enlarged Plans
1-2666 E15	Driver Services Enlarged Plan
1-2666 E16	Enlarged Plans
1-2666 E17	Enlarged Plan
1-2666 E18	Enlarged Plans
1-2666 E19	Exit Gate Canopy Plan

CONTRACT DRAWINGS

Drawing No.	Title
1-2666 E20	Exit Gate Canopy Power Plan
1-2666 E21	Exit Gate Enlarged Plans
1-2666 E22	ID Canopy Enlarged Plans
1-2666 E23	ID Gate Enlarged Plans
1-2666 E24	ID Gate Enlarged Plans
1-2666 E25	Details
1-2666 E26	Details
1-2666 E27	Details
1-2666 E28	Details
1-2666 E29	Details
1-2666 E30	4160V One-Line Diagram
1-2666 E31	Substation #1 Single Line Diagram
1-2666 E32	Substation #4 Single Line Diagram
1-2666 E33	Substation #1 Layout and "DS1" Schedule
1-2666 E34	Substation #4 Layout and "DS4" Schedule

REFERENCE DRAWINGS*

*All Reference Drawings listed are available for review in the office of the Engineer, Construction Division, Harbor Administration Building, Third Floor, 425 S. Palos Verdes Street, California, 90731, telephone (310) 732-3522.

Drawing No.	Title
1-510 Set	Fluor A & E Services and Tetra Design Container Terminal Development Berths 136-139

END OF SECTION

01 ABBREVIATIONS AND DEFINITIONS

a ABBREVIATIONS:

AASHTO:	American Association of State Highway and Transportation Officials
ACI:	American Concrete Institute
ANSI:	American National Standards Institute
AREMA:	American Railroad Engineering and Maintenance of Way Association
ASTM:	American Society for Testing and Materials
AWPA:	American Wood Protection Association
AWPB:	American Wood Preservers Bureau
AWS:	American Welding Society
AWWA:	American Water Works Association
CRSI:	Concrete Reinforcing Steel Institute
DWP:	Department of Water and Power
ICEA:	Insulated Cable Engineers Association
IES:	Illumination Engineering Society
IEEE:	Institute of Electrical and Electronics Engineers
LAHD:	Los Angeles Harbor Department
MBE:	Minority Business Enterprise
NEC:	National Electrical Code
NEMA:	National Electrical Manufacturers Association
NFPA:	National Fire Protection Association
OBE:	Other Business Enterprise
OSHA:	Occupational, Safety, and Health Administration

POLA:	Port of Los Angeles
RS:	Reference Specifications
SBE	Small Business Enterprise
SSPC:	Society for Protective Coatings
UL:	Underwriters Laboratories, Inc.
VSBE:	Very Small Business Enterprise
WBE:	Women Business Enterprise

b DEFINITIONS:

Award: The acceptance, by the City, of the successful Bidder's proposal.

Bidder: The person, firm, or corporation submitting a bid for the Work.

Board: The Board of Harbor Commissioners; the body vested with the control and management of the Harbor Department of the City of Los Angeles, as created by and operating under the City Charter.

Calendar Day: Sunday, Monday, Tuesday, Wednesday, Thursday, Friday, and Saturday. The term day(s) whether used on Drawings or Specifications are consecutive Calendar Days unless otherwise specified.

Changes in the Work: A written order to the Contractor covering changes in the Drawings, Specifications, or Proposal Quantities and establishing the basis of payment and Contract Time adjustments, if any, for the work affected by such changes.

City: The City of Los Angeles, California.

Consultant: A firm under contract or agreement with the Department to perform services.

Contract Documents: "Contract Documents" shall consist of the Notice Inviting Bids, Information for Bidders, Bidding Documents, Contract, Performance Bond, Payment Bond, Insurance Requirements, SBE/MBE/WBE/OBE Information, and Affidavits of Completion Sections of this Specification No. 2663 together with Contractor supplied documents required by these sections, and the Specifications, the Drawings, standard plans and reference specifications referenced in the Specifications or on the Drawings, the appendices, addenda, permits, and Changes in the Work.

01000.01 Cont'd.

Contract: The written agreement executed by the Contractor and the City covering the Work.

Contractor: The individual, firm, or corporation with whom the Contract is made, or its legal representative.

Contract Time: The number of Calendar Days, stated in the Contract, allowed for completion of the Contract or phase of Contract, including authorized time extensions. The first Notice to Proceed will specify the date on which the Contract Time begins.

Days: See definition for Calendar Day.

Department: The Harbor Department of the City of Los Angeles.

Drawings: The official drawings or exact reproductions approved by the Engineer, which show the location, character, dimensions, and details of the Work.

Engineer: Chief Harbor Engineer of the Construction Division of the Department or designated representative.

Executive Director: The Executive Director of the Department or designated representative.

Inspector: An authorized representative of the Engineer assigned to make all necessary inspections and tests of the work performed and being performed, and of the materials furnished and being furnished by the Contractor.

Notice of Award: The letter informing the Contractor Award of Contract has been made. The date on the Notice of Award starts the 30 day period for execution of the Contract and the 14 day period for submittal and submittal of acceptable bonds and insurance.

Notice(s) to Proceed: The letter(s) from the Engineer which notify(ies) the Contractor the date the Contract Time will begin, and authorize the Work or items of the Work to be started.

Project: The structure or improvement to be constructed in whole or in part, through the performance of the Contract.

Proposal: The written offer of the Bidder (when submitted on the approved proposal form) to furnish the necessary materials, and perform the Work in accordance with the Contract Documents.

Specifications: The portion of the Contract Documents containing written technical descriptions, instructions, provisions, general conditions, supplementary conditions, and detailed requirements pertaining to materials, methods, and manner of performing the Work and to the quality of Work to be furnished and installed under the Contract. Standards for specifying materials and testing which are cited in the Specifications by reference shall have the same force and effect as if included in the Contract Documents.

Superintendent: The Contractor's executive representative who is present on the Work site during construction, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.

Work: The furnishing of labor, materials, tools, equipment, and incidentals necessary and convenient to the Contractor's performance of all duties and obligations imposed by the Contract.

02 TIME FOR SUBMITTAL OF BONDS

a Within 14 days of Notice of Award, and prior to, or concurrently with execution of the Contract, the Contractor shall furnish the City a performance bond and a payment bond.

03 PERFORMANCE BOND

a A satisfactory performance bond in a form approved by the City Attorney shall be furnished as a guarantee of the faithful performance of the Contract in the sum of 100 percent of the total amount of the Contract.

b The form of bond is included in Section 00070.

c No payment will be made to Contractor until the Contractor's performance bond has been approved by the City Attorney.

04 PAYMENT BOND

a If bid exceeds $25,000, a satisfactory payment bond in a form approved by the City Attorney shall be furnished in the sum of 100 percent of the total amount of the Contract to secure payment of all claims, demands, liens or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any subcontractor.

b The form of bond is included in Section 00074.

c No payment will be made to Contractor until the Contractor's payment bond has been approved by the City Attorney.

05 WORKER'S COMPENSATION

a The Contractor shall secure the payment of compensation to employees injured while performing work or labor necessary for and incidental to performance under this Specification in accordance with Section 3700 of the Labor Code of the State of California.

b The Contractor's insurance broker or agent shall submit for approval said insurance to the City's online insurance compliance system Track4LA ™ at http://track4la.lacity.org/. Said insurance shall be filed prior to commencing the Work of the Contract.

c Where the Contractor has employees who are covered by the United States Longshore and Harbor Worker's Compensation Act, the Contractor shall add proof of such coverage to the City's online insurance compliance system Track4LA™ at http://track4la.lacity.org/. It is suggested that the Contractor consult its insurance agent to determine whether its proposed construction methods will render its employees subject to coverage under the Act.

d All worker's compensation insurance submitted shall include an endorsement providing that any carrier paying benefits agrees to waive any right of subrogation it may have against the City.

06 LIABILITY AND PROTECTION AND INDEMNITY INSURANCE

a To the greatest extent permitted by the law, the Contractor shall furnish comprehensive general liability insurance, including products and completed operations, and automobile liability insurance, in which the City, its boards, officers, agents, and employees are named insured or are included as additional insureds with the Contractor. Such policy shall fully protect and save harmless the additional insureds from any and all claims for damages for bodily injury, including wrongful death, as well as from claims for property damages, which may arise from operations under and in connection with the Contract, whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them and whether liability is attributable to the Contractor or any of the named insureds. Such policy shall protect the City and the Department, and their respective officers, agents, and employees while acting within the scope of their duties, against all claims arising out of or in connection with the Work, except to the extent prohibited by California Insurance Code Section 11580.04. The Contractor's insurance broker or agent shall submit for approval said insurance to the City's online insurance compliance system Track4LA™ http://track4la.lacity.org/.

01000.06 Cont'd.

b The minimum limits of liability insurance shall be not less than $5,000,000 combined single limit for property damage and bodily injury including death. If the submitted insurance contains aggregate limits, the Contractor shall provide evidence of insurance protection for such limits so that the required coverage is not diminished in the event that the aggregate limits become exhausted. Said limit shall be without deduction, provided that the Executive Director or designee may permit a deductible amount when it is justified by the financial capacity of the Contractor. Any deductible amount permitted by the Executive Director shall be paid solely by the Contractor.

c Nothing herein shall be construed as limiting in any way the extent to which the Contractor may be held legally responsible for damages to persons or property.

d When the Work requires the use of watercraft, the Contractor must additionally provide protection and indemnity insurance in the amount of $5,000,000 combined single limit for marine liability subject to the same terms as in Paragraphs a, b and c above.

e When the Work requires the removal and disposal of hazardous materials, the Contractor must additionally provide environmental pollution liability insurance in the amount of $1,000,000 combined single limit for pollution liability for the transportation of hazardous materials subject to the same terms as in Paragraphs a, b, and c above.

07 RESPONSIBILITY FOR LOSS

a During the progress of the Work under the Contract and until its final acceptance, the Contractor shall have the charge and care thereof and shall take every necessary precaution against injury or damage to any part thereof by the action of the elements, or from any other cause whatsoever whether arising from the execution or from the non-execution of the Work.

b The Contractor shall, at Contractor's expense, except as provided in Paragraph c, rebuild, repair, restore and make good all injuries or damages to any portion of the Work from any and all causes before its completion and final acceptance, and shall deliver the Work complete in accordance with the terms of the Contract.

c The Contractor will not be required to pay more than 5% of the contracted amount to rebuild, repair, restore, and make good all injuries or damages to any portion of the Work, built in accordance with accepted and applicable building standards, the Drawings, and the Specifications, that has been damaged by an earthquake in excess of a magnitude of 3.5 on the Richter scale or tidal wave.

08 ALL RISK BUILDER'S RISK/INSTALLATION FLOATER

a Except as provided in Paragraph b, Contractor shall, at the Contractor's own expense, provide all risk builder's risk insurance covering loss, damage or destruction of property, including material in transit and stored on and off site, satisfactory to the City, in an amount at least equal to the value of the construction and materials on hand. Contractor shall keep such policy in force until the Work is completed and accepted by the Executive Director. The Contractor's insurance broker or agent shall submit for approval said insurance to the City's online insurance compliance system Track4LA™ http://track4la.lacity.org/. Acceptable evidence of coverage shall name the City as an additional named insured and as loss payee as its interest may appear.

b The Contractor need not provide all risk builder's risk insurance for fills; excavations; rock work; concrete or masonry walls and bulkheads retaining earth; foundations entirely below ground or in earth fill; pipe, sewer systems, conduit, and electric light and power systems entirely below ground or submerged; ballast and grading for railroad tracks on or in earth; pavements, sidewalks and pits on solid earth or in fill outside of buildings; incombustible poles, area lighting and metal fencing not attached to exterior or interior of buildings. Contractor is not relieved of the obligation to rebuild these improvements when damaged.

c An installation risk or "floater" policy, written to cover only specific types of equipment during construction, may be provided to cover damage to work or high valued equipment or materials.

09 INSURANCE DOCUMENTS AND SUBMITTALS

a All required insurance shall be submitted by the Contractor's insurance broker or agent to the City's online insurance compliance system Track4LA™ at http://track4la.lacity.org/.

b The approval of insurance by the Risk Manager shall be a condition precedent to the right of the Contractor to demand or receive payment for the Work under the Contract requiring such insurance. No request for payment will be processed until the required insurance has been approved by the Risk Manager, and no site access will be permitted until such approval has been given.

01000.09 Cont'd.

c Liability and protection and indemnity policies shall name as additional insured the City, its boards, officers, agents, and employees, and must contain a noncancellation clause exactly as follows:

1 "It is agreed that the insurance provided herein shall not be cancelled, changed in coverage, reduced in limits or non-renewed except after 10-days notice of cancellation for nonpayment of premium, and a 30-day notice of cancellation for any other reasons."

d All insurance policies and surety bonds which Contractor is required to provide pursuant to this Specification including, but not limited to, worker's compensation, liability, protection and indemnity, and builder's risk policies 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.

10 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 by the said Director are on file in the Construction Division and are hereby incorporated and made a part hereof the same as though fully set forth herein. 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 portion 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.

01000.10 Cont'd.

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.

11 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 will maintain such compliance throughout the term of the Contract.

12 WORKING HOURS

a Work shall be accomplished during daylight hours. Night work will only be allowed, if in the opinion of the Engineer, the work does not:

1. conflict with noise laws, ordinances, regulations, City code, or
2. create unsafe working conditions or poor quality control provisions.

b. Requests for night work shall be made 48 hours prior to the desired start of the night work.

13 APPRENTICE UTILIZATION ON PUBLIC WORKS

a The Contractor shall comply with the Provisions of Labor Code, State of California, Section 1777.5 relating to apprentice employment and training. The Contractor shall assume full responsibility for compliance with said Section with respect to all apprenticeable occupations upon the Project.

b Section 1777.5 does not apply to prime contracts involving less than $30,000.

14 NONDISCRIMINATION CLAUSE

a Contractor shall adhere to the Nondiscrimination Clause as provided in Subsection 00030.03 of the BIDDING DOCUMENTS Section.

15 BOARD RIGHT TO TERMINATE CONTRACT

a The Board may terminate the Contract at its own discretion without liability to Contractor for damages when conditions encountered during the Work make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Contract by act of God, by law, or by official action of a public authority.

b. Upon termination, the Contractor may receive payment on the basis shown below in consideration of its irrevocable written agreement to release any and all claims and/or causes of action against the City arising out of or related to such termination and to indemnify and hold City harmless from any and all liability, claims and/or causes of action arising from or related to such termination. City shall prepare such written agreement.

1. Termination occurs prior to the Notice to Proceed date

Subject to Contractor's full satisfaction of the requirements of 01000.15b, Contractor will be entitled to payment as shown below.

Value of Contract	Payment Due to Contractor
$0 to $1,000,000	10% of Contract amount
$1,000,001 to $5,000,000	$100,000 plus 5% of Contract amount above $1,000,000
$5,000,001 to $10,000,000	$300,000 plus 2.5% of Contract amount above $5,000,000
$10,000,001 to $50,000,000	$425,000 plus 1% of Contract amount above $10,000,000
$50,000,001 to $100,000,000	$825,000 plus 0.5% of Contract amount above $50,000,000
Above $100,000,000	$1,075,000 regardless of Contract amount

01000.15 Cont'd.

2. Termination occurs after the Notice to Proceed date

Subject to Contractor's full satisfaction of the requirements of 01000.15b, Contractor will be entitled to the estimates and payment for all Work done to the date of termination, if any, plus a percentage of the value of the Work remaining (determined by subtracting payments made, or due, from the contract price), as shown below.

Value of Work Remaining	Payment Due to Contractor
$0 to $1,000,000	10% of value of Work remaining
$1,000,001 to $5,000,000	$100,000 plus 5% of value of Work remaining above $1,000,000
$5,000,001 to $10,000,000	$300,000 plus 2.5% of value of Work remaining above $5,000,000
$10,000,001 to $50,000,000	$425,000 plus 1% of value of Work remaining above $10,000,000
$50,000,001 to $100,000,000	$825,000 plus 0.5% of value of Work remaining above $50,000,000
Above $100,000,000	$1,075,000 regardless of value of Work remaining

16 ASSIGNMENTS

a The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the Contract, or rights, title or interest in or to the same or any part thereof, without the previous consent in writing of the Executive Director endorsed upon or attached to the copies of the Contract filed in the Office of the Board of Harbor Commissioners.

b Nothing herein contained shall be construed to hinder, prevent or affect an assignment by the Contractor for the benefit of the Contractor's creditors; and no right under the Contract shall be asserted against the City, in law or in equity, by reason of any so-called assignment of the Contract, or any part thereof, unless authorized as aforesaid by the written consent of the Executive Director.

c Any assignment of money shall be subject to all proper setoffs and withholdings in favor of the City and to all deductions provided for in the Contract. All money withheld whether assigned or not, shall be subject to being used by the City for completion of the Work, should the Contractor be in default.

17 CANCELLATION FOR DEFAULT

a If the Contractor fails to begin Work within the time stipulated, or if the Work to be done under the Contract is abandoned by the Contractor, or if the Contract is assigned or the Work sublet by Contractor otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing to the Executive Director, that the performance of the Contract is unnecessarily or unreasonably delayed, or that the Contractor is willfully violating any of the conditions or covenants of the Contract or is executing the same in bad faith, or not in accordance with the terms thereof, the Executive Director may notify the Contractor not to resume, or to discontinue, all Work, or any part thereof, under the Contract, by a written notice served upon the Contractor.

b The Executive Director will advise the bondsperson(s) or surety(ies) guaranteeing faithful performance of the Contract, of the suspension and reasons therefor, and will notify said bondsperson(s) or surety(ies) that they will be given fourteen days within which to arrange for the completion of the Work in accordance with the terms and provisions of the Contract by another contractor or firm of contractors, satisfactory to the Executive Director. If such bondsperson(s) or surety(ies) requests additional time in which to arrange for completion of the Work, Executive Director may, in its sole and absolute discretion, extend such time period; however, Executive Director is under no obligation to do so.

c Should the bondsperson(s) or surety(ies) fail to effect satisfactory arrangements within the period hereinbefore stipulated, the Executive Director shall thereupon have the right without further notice, to exclude the Contractor, bondsperson(s) or surety(ies) and any subcontractor or employee upon the line of work from the premises and take possession of all material and equipment, and complete the Work by City forces or by letting the unfinished work to another contractor, or by a combination of such methods.

01000.17 Cont'd.

d The cost of completing the Work shall be charged against the Contractor and the surety or bondspersons to the extent of their liability. If the Department is required to complete the Work or satisfy other Contract obligations because of the surety or bondspersons' failure to comply with the bond obligations, then bondspersons or surety shall, nevertheless, immediately reimburse the City all costs in excess of the Contract amount which City is obligated to pay in order to complete the Work. If surety or bondspersons fail to pay such amount immediately upon City's demand, then City shall be entitled to collect interest from bondspersons or sureties on the amounts City is required to pay excess of the Contract amount. The interest rate which surety or bondspersons shall pay shall be 2% in excess of the interest rate charged by Bank of America from time to time for prime commercial loans of ninety (90) day maturities. The interest rate shall accrue on all amounts City has had to pay excess of the Contract amount from the date of City's payment. The Engineer's certificate as to the amount of Work done, the cost, and the excess cost, if any, of completing the Work specified by the Contract shall be conclusive and binding upon the Contractor's assignees and sureties.

e If the surety or bondspersons assumes any part of the Work, it shall take the Contractor's place in all respects for that part, and shall be paid by the City for all work performed by it in accordance with the Contract. If the surety or bondspersons assumes the entire Contract, all money due the Contractor at the time of the Contractor's default shall be payable to the surety as the Work progresses, subject to the terms of the Contract.

f In lieu of the provisions of this Subsection for setting aside the Contract and completing the Work for proper cause, the City may pay the Contractor for the parts already done according to the provisions of the Contract and Specifications and may treat the parts remaining undone as if they had never been included or contemplated by the Contract. No claim under this provision will be allowed the Contractor for prospective profits on work uncompleted by the Contractor.

g The provisions of this Subsection shall be in addition to all other rights and remedies available to the City under law.

18 OTHER CONTRACTS

a The City reserves the right to have work done in or about the premises or Project as provided for in the Contract, by persons, firms, or corporations other than the said Contractor, or to perform the same by force account under the direction and supervision of the Engineer.

b The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate the Work with others.

01000.18 Cont'd.

c If any part of the Contractor's work depends upon the work of any other contractor for proper execution or results, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results. Failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper.

19 CONTRACT DOCUMENTS COMPLEMENTARY

a The Contract Documents are intended to be complementary and to describe and provide for a complete Project. Anything in the Specifications and not on the Drawings; or on the Drawings and not in the Specifications, shall be considered as though shown or mentioned in both.

b Information included by specific reference in any of the Contract Documents shall be a part of the Contract Documents as though reproduced in entirety in the document where the reference occurs.

c While it is believed that much of the information pertaining to conditions which may affect the cost of the Work will be shown on the Drawings or indicated in the Specifications, the City does not warrant the completeness or accuracy of such information. It is the Contractor's responsibility to ascertain the existence of any conditions affecting the cost of the Work which would have been disclosed by reasonable examination of the worksite and the Contract Documents.

20 PRECEDENCE OF DOCUMENTS

a If there is a conflict between Contract Documents, the document listed herein as higher in precedence shall control.

b The precedence shall be as follows (ranking 1 as highest):
1 Permits and Permit Documents
2 Specifications (in total)
3 Drawings
4 Standard Plans
5 Reference Specifications

c Authorizations for adjustments, cost-plus change orders, supplemental agreements and approved revisions to Drawings and Specifications will take precedence over documents listed.

d Detailed and large-scale Drawings shall have precedence over general and small-scale Drawings. Drawings shall have precedence over shop drawings.

01000.20 Cont'd.

e Reference drawings are included for information only. Such information is given as being the best factual information available without the assumption of responsibility for its accuracy or for any conclusions that the Contractor might draw therefrom.

21 STANDARD SPECIFICATIONS

a Standard Specifications, such as ASTM, ACI, ANSI, referenced herein shall be of the edition and supplements current as of the date of advertising for bids unless otherwise specified herein.

22 REFERENCE SPECIFICATIONS

a Whenever the words "Reference Specifications" (sometimes abbreviated RS) are used, either in the Specification or on the Drawings, it shall mean "GREEN BOOK - STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION," edition and supplements current as of the date of advertising for bids unless otherwise specified herein.

23 COPIES OF CONTRACT DOCUMENTS FURNISHED

a The Engineer will furnish to the Contractor, free of charge, all copies of Contract Documents reasonably necessary for the execution of the Work.

b These Contract Documents are the property of the Department, and shall not be reused on other work, and, with the exception of the signed Contract set, shall be returned to the Engineer upon the completion of the Work.

24 RESPONSIBILITY OF COSTS AND MATERIALS

a Unless otherwise specifically stipulated elsewhere in the Contract Documents, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities, utilities, and incidentals necessary for the execution and completion of the Work.

b Unless otherwise specifically stipulated elsewhere in the Contract Documents, all materials, parts and equipment incorporated in the permanent Work shall be new and free from defects.

25 SHOP DRAWINGS AND MATERIALS SAMPLES

a Shop drawings shall consist of drawings, diagrams, illustrations, schedules, performance charts, brochures and other data prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor, to illustrate some portion of the Work not covered in necessary detail by the Drawings furnished by the Department.

b Samples shall consist of physical examples required by the Contract to be furnished by the Contractor to illustrate materials, labor, and equipment to conform to the Specifications, and to establish standards by which the completed work will be judged for acceptability. These samples are distinguished from test samples obtained for laboratory analysis and destructive testing.

c The Contractor shall review and stamp with approval and submit with reasonable promptness and in orderly sequence so as to cause no delay in the work or in the work of any other contractor, all shop drawings and samples required by the Contract Documents and subsequently by the course of construction. Seven copies of all submittals shall be supplied unless otherwise indicated.

d By approving and submitting shop drawings and samples, the Contractor thereby represents that it has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that each shop drawings and samples has been checked and coordinated with the requirements of the Work and of the Contract Documents.

e The Engineer will review and approve shop drawings and samples only for conformance with the design concept of the Project and with the information given in the Contract Documents. Review time shall be 28 Calendar Days, unless otherwise stated in the Specifications. The time for the City to review items does not commence until the Contractor's submittal is complete. The Engineer's approval of a separate item shall not indicate approval of an assembly in which the item functions. One copy of all submittals will be returned to the Contractor.

f At the time of submission, the Contractor shall inform the Engineer, in writing, of any deviation in the shop drawings and samples from the requirements of the Contract Documents.

g The Contractor shall make any corrections required by the Engineer and shall resubmit the required number of corrected copies of shop drawings and samples until approved. The Contractor shall direct specific attention in writing to revisions on resubmitted shop drawings other than the corrections requested by the Engineer on previous submissions.

01000.25 Cont'd.

h The Engineer's approval of shop drawings and samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Drawings and Specifications found in the shop drawings and samples unless the Contractor has informed the Engineer in writing of such deviation at the time of submission and the Engineer has given written approval of the specific deviation in letter form separately from any notations on the shop drawings. The Engineer's approval shall not relieve the Contractor of any responsibility for errors or omissions in the shop drawings and samples.

i No portion of the Work requiring a shop drawings and samples submission shall commence until the submission has been approved by the Engineer. All such portions of the Work shall be in accordance with approved shop drawings and samples.

j The cost of furnishing shop drawings and samples shall be considered as included in the prices bid for the Work and no addition to the contract price will be made therefor.

26 SOURCE INSPECTIONS AND SAMPLES FOR TESTING

a Unless otherwise specified, inspection is required at the source for asphalt concrete paving mixtures, structural concrete, metal fabrication, metal casting, welding, concrete pipe manufacture, concrete piles, steel piles, steel pipes, steel sheet piling, protective coating application, and similar shop or plant operations. Steel pipe in sizes less than 18 inches in diameter and vitrified clay and cast iron pipe in all sizes are acceptable upon certification as to compliance with the Specifications, subject to sampling and testing by the Engineer. Standard items of equipment such as electrical motors, conveyors, elevators, plumbing fixtures, and other similar equipment, are subject to inspection at the Work site. Special items of equipment such as designed electrical panel boards, large pumps, gangways, floating docks, marine fenders, and other similar equipment, are subject to inspection at the source

b Before incorporation in the Work, the Contractor shall submit samples of materials required by the Contract Documents. The Contractor shall deliver the materials for testing to the place and at the time designated by the Engineer.

c The Contractor shall notify the Engineer in writing at least 15 days in advance, of the Contractor's intention to use materials for which tests may be necessary, to allow sufficient time to perform the tests. The notice shall name the proposed supplier and source of the materials.

d Unless otherwise specified, all testing and inspection within 75 miles of the Department Administration Building will be performed by the Engineer, at no expense to the Contractor.

e Unless otherwise specified, when the Contractor intends to purchase materials, fabricate products, or equipment from sources located more than 75 miles from the Department Administration Building, an independent inspector or accredited testing laboratory (approved by the Engineer), shall be provided by the Contractor at the Contractor's expense, to inspect and test the materials, equipment, or process. Approval of the independent inspector or accredited testing laboratory shall be obtained before producing any material or equipment. The independent inspector or accredited testing laboratory shall evaluate the materials for conformance with the requirements of the Drawings and Specifications. The independent inspector or accredited laboratory shall forward evaluation and test reports to the Engineer, with copies provided to the Contractor. No materials or equipment shall be shipped nor shall any processing, fabricating, or treating of materials be done without proper inspection by the independent inspector or accredited testing laboratory shall not relieve the Contractor of responsibility for complying with the requirements of the Contract Documents.

f Testing of the materials furnished by the Contractor will be made by the Engineer in accordance with commonly recognized standards or national organization and such special methods and tests as are in use by the Engineer in accordance with provisions of the Specifications. If materials should fail any tests, retesting will be performed by the Engineer and paid for by the Contractor.

g The Engineer may waive the materials testing and inspection requirements of the Specifications and accept the manufacturer's written certificate of compliance that the materials to be supplied meet the requirements. Materials test data may be required by the Engineer to be included with the submittal.

27. DEFECTIVE MATERIALS AND CONSTRUCTION

a Materials and labor not conforming to the requirements of the Specifications shall be considered defective and will be subject to rejection. Defective Work or materials, whether in place or not, shall be removed immediately from the site by the Contractor, when so directed by the Engineer.

b The Contractor will be required, at the Contractor's expense, to replace any inferior material, or correct any imperfect Work whenever discovered, as ordered by the Engineer.

c If the Contractor fails to replace any defective or damaged Work or material after reasonable notice, the Engineer may withhold payments until the defective or damaged Work or material is replaced.

01000.27 Cont'd.

d No material furnished or work to be done is to be considered as accepted which may be defective or deficient in any of the requirements of the Specifications, whether or not due to any negligence of Inspector, or other authorized person, to point out such defect or deficiency during the execution of the Contract.

28 PROTECTION OF MATERIALS

a The Contractor shall provide and maintain storage facilities and employ such measures as will preserve the specified quality and fitness of materials to be used in the Work. Stored materials shall be reasonably accessible for inspection. The Contractor shall also adequately protect new existing work and all items of equipment until completion of the Contract and acceptance by the Executive Director.

b The Contractor will be held responsible for all materials furnished by the City after such are delivered at the site and deductions will be made from any money due or to become due the Contractor to make good any shortages and deficiencies from any cause whatsoever which may result after such delivery, or for any demurrage charges due to delinquency in unloading. In case of suspension of Work from any cause whatever, the Contractor shall be responsible for all materials whether furnished by the Contractor or by the City, and shall properly store such if necessary.

29 AUTHORITY OF ENGINEER

a The Board has the final authority in all matters affecting the Work covered by the Contract Documents. Within the scope of the Contract, the Engineer shall have the authority to enforce compliance with the Contract Documents. The Contractor shall promptly comply with instructions from the Engineer and the Engineer shall have the executive authority to enforce and make effective such decisions and orders.

b On all questions relating to quantities, the acceptability of material, equipment, or work, the execution, progress or sequence of work and the interpretation of Contract Documents, the decision of the Engineer is final and binding, and shall be precedent to any payment under the Contract, unless otherwise ordered by the Board.

30 SUBSURFACE DATA AND PHYSICAL CONDITIONS

a The Engineer will make available all information in the Department's possession on subsoil conditions in the vicinity of the Work. Any additional subsurface exploration shall be done by the Contractor at the Contractor's expense.

b All soil test hole data, water table elevations, and soil analyses apply only at the location of the test holes and to the depths indicated. The indicated elevation of the water table is that existing at the date the test hole data was determined. A difference in elevation between groundwater shown and groundwater actually encountered during construction will not be considered as a basis for extra compensation.

c The Contractor shall promptly, and before such conditions are disturbed, notify the Engineer in writing of: 1) Subsurface or physical conditions at the site differing materially from those indicated in the Contract Documents or as given by survey points and instructions, 2) Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract, or 3) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class 1, Class II, or Class III disposal site in accordance with provisions of existing law. The Engineer shall promptly investigate the conditions, and if the Engineer finds that such conditions do so materially differ, or do involve hazardous waste and cause an increase or decrease in the cost of, or the time required for, performance of the Contract, an equitable adjustment will be made in accordance with applicable Contract provisions. Any request by the Contractor for adjustment hereunder will not be allowed unless written notice as herein required has been given. In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, Contractor shall not be excused from any scheduled completion date provided for by the Contract but shall proceed with all work to be performed under the Contract. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

31 PROTECTION OF EXISTING UTILITIES

a The Contractor is responsible for the protection of utilities and pipelines shown on the Drawings, or otherwise made known to the Contractor, which are designated to be protected or to remain in service. If service is interrupted, or utilities damaged by the Contractor's operations, the Contractor shall restore service and repair the utility to the satisfaction of the owner at Contractor's expense.

32 HARBOR DATUM

a All depths and elevations given in the Specifications or shown on the Drawings are referenced to the plane of the U.S. Coast and Geodetic Survey Datum, Mean Lower Low Water (MLLW) which is assumed as elevation 0.00.

b The approximate range of tides, based on this datum is as follows:

Lowest Tide	-2.5 feet
Mean Lower Low Water	0.0 feet
Mean Higher High Tide	+5.4 feet
Highest Tide	+7.5 feet

33 SURVEY AND STAKING

a Unless otherwise specified, the Engineer will provide and be responsible for surveying needed to construct the Project. The Contractor shall be responsible for preserving construction survey stakes and marks for the duration of their usefulness. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be by the Engineer at the expense of the Contractor.

b The Contractor shall notify the Engineer at least two working days before survey services will be required in connection with the laying out of any portion of the Work. The Contractor shall dig all holes necessary for line and grade stakes.

c Unless otherwise specified, stakes will be set and stationed by the Engineer for curbs, headers, sewers, storm drains, rough grade, and a corresponding cut or fill to finished grade (or flow line) indicated on a grade sheet.

d Grades for underground piping and conduit will be set at the surface of the ground. The Contractor shall transfer them to the bottom of the trench.

e For all buildings and structures, including wharves, the Engineer will furnish land surveys, base lines and stakes for locating the principal component parts of the work together with a suitable number of bench marks. The Contractor shall develop and make all detail surveys, lines, and elevations as necessary.

01000.33 Cont'd.

f The Contractor shall check all the dimensions as a whole and in detail, and shall lay out and become responsible for the exact position and elevation of all part of the structures.

34 INSPECTION OF WORK

a All Work done and all material furnished shall be subject to the inspection and approval of the Engineer, and the Contractor shall perform Work only in the presence of the Engineer.

b Work done without proper inspection will be subject to rejection. The Engineer shall at all times have access to the Work during its preparation and construction. The Contractor shall furnish to the Engineer equipment and facilities required for inspection of the Work in accordance with the requirements and intentions of the Contract Documents.

c The inspection of the Work shall not relieve the Contractor of any obligation to fulfill all conditions of the Contract as prescribed.

d If any Work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.

e Re-examination of any Work may be ordered by the Engineer, and, if so ordered, the Work must be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the City will pay the cost of the re-examination and replacement Work. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs.

35 SUPERINTENDENCE

a The Contractor shall provide at all times during construction a competent Superintendent and necessary assistants satisfactory to the Engineer. The Superintendent shall represent the Contractor and all direction given to the Superintendent shall be binding as if given to the Contractor.

b All requests from the Contractor for directions, clarifications, or field instructions and all response thereto shall be in writing.

36 CHARACTER OF WORKERS AND DISCIPLINE AMONG EMPLOYEES

a The Contractor shall, at all times employ sufficient labor for completing the Work in the manner and time required by the Contract Documents.

b All workers shall have sufficient skill and experience to properly perform work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform such work satisfactorily.

c The Contractor shall at all times enforce discipline and order among employees, and shall avoid employing on the Work any person not skilled in the work assigned.

d Any person employed who is found to be incompetent, intemperate, troublesome, disorderly, or who fails or refuses to perform Work properly and acceptably, shall be immediately removed from the Work by the Contractor and not be reemployed on the Work.

37 CHANGES IN THE WORK

a The City reserves the right, without notice to the sureties, at any time during the life of the Contract and without invalidating same, to change the Drawings, Specifications, character of the Work, quantity of Work, or time within which the Contract is to be cornpleted, provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed 25 percent of the total Contract price. Should it become necessary to exceed this limitation, the change shall be by written supplemental agreement between the Contractor and City, unless both parties agree to proceed with the change by Change Order.

b In giving instructions, the Engineer shall have authority to make Changes in the Work not involving extra cost when such changes are necessary or expedient to the satisfactory performance and completion of the Work.

c The Engineer, by written order to the Contractor, approved by the Executive Director, shall have authority to implement Changes in the Work, and/or to grant extensions of time, provided that Changes in the Work and/or extensions of time which increase or decrease the contract price by more than $150,000 in any one authorization, and all time extensions in excess of one year, shall become effective only after authority is granted by the Board.

d Except in an emergency endangering life or property, no Changes in the Work involving additions to the Contract price shall be made unless in pursuance of such written order, and no claim for an addition to the Contract price shall be valid unless the additional work was so ordered.

38 AUTHORITY FOR ADJUSTMENTS

a A written order implementing Changes in the Work for which a total cost has been negotiated prior to the issuance of the order is called an Authority For Adjustment. It is issued by the Engineer and expressly indicates the intention to treat the items described therein as Changes in the Work. It shall also contain the terms and amount of adjustment to the Contract price. An Authority for Adjustment must be issued and executed before any work is started on the items covered by the order.

b Costs in an Authority for Adjustment shall be determined as follows:

1 Allowances not to exceed the following percentages for the party performing the work based upon the cost of labor, material and use of construction equipment required to perform the work:

a 20 percent to include both overhead and profit on first $20,000;
b 15 percent to include both overhead and profit on next $30,000;
c 10 percent to include both overhead and profit on balance over $50,000.

No percentage will be paid to the Contractor for any material furnished by the City. Where the Contractor's or subcontractor's portions of a change involve credit items, the party performing the work shall deduct such items prior to adding overhead and profit.

2 The Contractor's and the upper tier subcontractor's fee on work performed by lower tier subcontractors will be based upon the net increased cost to the Contractor and upper tier subcontractor, respectively. "Net increased cost" for the Contractor or upper tier subcontractor is the arithmetic sum including credits, of work performed by the lower tier subcontractors. The allowable maximum for the sum of Contractor's and all upper tier subcontractor's fees shall not exceed the following:

a 10 percent fee on first $20,000;
b 7 1/2 percent fee on next $30,000;
c 5 percent fee on balance over $50,000.

3 Labor costs shall be based on the prevailing wage scale for each craft or type of worker. Cost of payroll taxes and insurance, health and welfare, pension and vacation are allowable, subject to Contractor's submitting adequate documentation to substantiate cost.

01000.38 Cont'd.

4 Contractor's fee percentages shall be considered to include, among other costs, bond premium adjustment, insurance, field and office supervision not applied solely to the extra work, guards, use of small tools, incidental job burdens, general home office expenses and other overhead costs.

39 COST-PLUS CHANGE ORDER WORK

a If it be impossible or impracticable to ascertain the total cost of Changes in the Work to be done before such work is begun, or if no agreement can be reached on Changes in the Work and additions to the Contract price, then the Engineer shall issue a cost-plus change order instructing the Contractor to do the work, indicating expressly and unmistakably the intention to treat the items as Changes in the Work, setting forth the kind, character and limits of the work as far as can be ascertained, the terms under which changes to the Contract price will be determined and the estimated total change in Contract price anticipated thereunder. The cost-plus change order shall be fully executed by the City and accepted by the Contractor before any work is started on the items covered by the order. Such cost-plus change order will become the basis for Authority for Adjustments when the amounts of adjustment to the Contract price can be determined and the prior approval of the cost-plus change order will be considered necessary authority within the limits of the estimated change in Contract price. Without additional authority, no costs exceeding the estimated amount will be paid.

b The Contractor shall maintain records sufficient to distinguish the direct cost of cost-plus work from the cost of other operations. The Contractor shall furnish daily, on forms approved by the City, reports of cost-plus work. The reports shall itemize all costs for labor, materials, and equipment rental and give a total of costs to date for the cost-plus work. The reports shall include hours worked, rates of pay, names and classifications. The reports shall include equipment size, type, identification number, rental rate, and hours of operation. All records and reports shall be made immediately available to the Engineer upon request. The cost of furnishing such reports shall be included in Contractor's overhead and fee percentages.

c All cost-plus reports shall be signed by the Contractor or authorized representative and witnessed by the Inspector. The Engineer will compare the Engineer's records with the Contractor's reports, make the necessary adjustments and compile the costs of cost-plus work. When such reports are agreed upon and signed by both parties, they will become the basis of payment.

01000.39 Cont'd.

d Material costs shall be the cost of all materials purchased by the Contractor and used in cost-plus work and shall be the actual cost of such materials, including sales taxes, freight and delivery charges. The City reserves the right to approve materials and sources of supply of materials furnished by the Contractor, or if necessary to facilitate the progress of the Work, to furnish the materials to the Contractor.

e The Contractor will be allowed rental for the time that machinery or equipment is required based on the applicable Equipment Rental Rates published by the State of California, Department of Transportation, Division of Construction, current on date of performance of Work; when machinery and equipment not so listed is required a reasonable rental will be allowed. In addition, the Contractor will be allowed reasonable move-in and move-out charges on heavy equipment.

f Equipment and tools having a replacement value of $100 or less, whether or not consumed by use, shall be considered small tools and no payment will be made therefor.

g The City may authorize and approve payment for necessary services and expenditures other than labor, materials, and equipment rentals.

h Materials, equipment rental and other costs shall be substantiated by vendors' invoices submitted with the current reports; or, if not then available, shall be submitted with subsequent reports. If vendors' invoices are not submitted within 30 days after completion of the cost-plus work or if in the opinion of the Engineer the cost of materials is excessive, then the cost of such items shall be deemed to be the lowest current wholesale prices at which the items are available in the quantities required, delivered to the Work site, less cash or trade discounts.

i Labor costs, overhead and profit and Contractor's fee percentages shall conform to that specified in Authority for Adjustments Subsection.

40 FORCE ACCOUNT WORK

a If no agreement can be reached on Changes in the Work and additions to the Contract price, or the Contractor refuses to accept an Authority for Adjustment or cost-plus change order, the Executive Director shall have the right to have the work in question done by persons, firms or corporations other than the Contractor, or to perform the same by utilizing either the City's own forces or forces of the Contractor on the basis specified in Authority for Adjustments Subsection and Cost-Plus Change Order Work Subsection.

41 REQUEST FOR ADDITIONAL COMPENSATION

a If the Contractor alleges that instructions issued after the date of the Contract will result in increases in the Contract price, the Contractor shall give the Engineer written notice thereof within seven Calendar Days after the receipt of such instructions, and in any event before proceeding with the Work, except in an emergency endangering life or property. The procedure for accounting for costs shall then be as provided in Cost-Plus Change Order Work Subsection. No such notice or request for additional compensation resulting therefrom shall be considered unless Contractor complies with the requirements of this Subsection.

b If the Contractor submits a request to the Engineer, for additional compensation for any kind of extra work, said request when filed shall include all necessary evidence to support it. The Engineer shall have the right to audit the Contractor's request, including the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to verify all costs incurred or which may be incurred and for which a request has been submitted. The right to audit shall include the right to inspect the Contractor's plants, or such parts thereof as may be or have been engaged in the performance of the Contract. The Contractor further agrees that the right to audit encompasses all subcontracts and is binding upon all subcontractors. The rights to examine and inspect herein provided shall be exercisable through such representatives as the Engineer chooses, during the Contractor's normal business hours at the office of the Contractor. The Contractor shall make available to the Engineer for auditing all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of records requested to the Engineer. The Contractor shall keep all such books and records locally.

42 EMERGENCY WORK

a In an emergency endangering life or posing clear and imminent danger of grievous property damage, the Contractor, without special instructions or authorization from the Engineer, shall act to prevent such loss or injury until such time as the Engineer can be contacted for an assessment of the situation. The Contractor shall also so act, without appeal, if so authorized or directed by the Engineer. Any compensation requested by the Contractor on account of such emergency work, shall be determined by negotiation and agreement between the Contractor and the City.

b The Contractor shall maintain records sufficient to distinguish the direct cost of emergency work from the cost of other operations and shall itemize all costs for labor, material, and equipment rental in connection with emergency work.

43 TEMPORARY SUSPENSION OF WORK

a The Engineer may at any time suspend the Work, or any part thereof, by giving notice to the Contractor in writing ordering suspension of Work for such period as deemed necessary when, in the Engineer's opinion, the suspension is necessary to protect the interest of the City for any reason whatsoever.

b The Contractor shall comply immediately with any written order of the Engineer suspending Work. Such suspension shall be without liability to the Contractor on the part of the City excepting only for such liability as specified in Extensions of Time and Compensable Delays Subsection.

44 UNAUTHORIZED WORK

a Construction or demolition beyond the lines given and grades shown on the Drawings, or any extra work done without written authority, will be considered as unauthorized and at the expense of the Contractor, and will not be measured or paid for. Construction so done may be ordered removed and demolition so done may be ordered restored at the Contractor's expense.

b Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this Section, the Engineer shall have authority to cause the order to be done by others, and to deduct the costs from any money due or to become due the Contractor.

45 CONTRACTOR TO ABIDE BY ALL LAWS

a The Contractor shall abide by and conform to any and all laws of the United States, the State of California, and the Charters, Ordinances and Regulations of the County and of the City of Los Angeles.

b The Contractor shall adhere to the provisions of the California Labor Code including but not limited to those provisions concerning minimum wages, the 8-hour day and 40-hour week, overtime, Saturday, Sunday, and holiday work. The Contractor shall forfeit to the City the penalties prescribed in the California Labor Code for violations.

c The Contractor shall have at the worksite, copies or suitable extracts of: Construction Safety Orders and General Industrial Safety Orders issued by the State Division of Industrial Safety. The Contractor shall comply with provisions of these and all other applicable laws, ordinance, and regulations.

46 EXPLOSIVES

a Explosives may be used only when authorized in writing by the Engineer, or as otherwise stated in the Contract Documents. Explosives shall be handled, used, and stored in accordance with all applicable regulations.

b The Engineer's approval of the use of explosives shall not relieve the Contractor from the liability or responsibility for claims arising from the use, handling, transportation, or storage of explosives by the Contractor or from blasting operations.

47 PROPRIETARY NAMES AND SUBSTITUTIONS

a Whenever any equipment, material, or process is indicated or specified by patent or proprietary name, or by name of manufacturer, such reference is used to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, such references shall be deemed to be preceded by the words "equal and similar to". The Contractor may offer any equipment, material, or process for which the Contractor submits data supporting that such are substantially equal to that indicated or specified. Final determination of the acceptability of such substitute items shall rest with the Engineer. Engineer may consider the strength, appearance, durability, reliability, dimension, finish, efficiency, maintainability, service history, life cycle cost, and other characteristics of the proposed substitute in making that determination.

b A substitute item shall be a standard, catalogued product of a company regularly engaged in the manufacture of such items. No custom or prototype substitutes will be accepted. The Contractor shall certify that a substitute item will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same use as the specified item. Contractor shall identify all differences between the proposed substitute and that specified, and state whether or not acceptance of the proposed substitute will require a change in the Contract Documents to adapt the design to the proposed substitute. Any redesign or Changes in the Work resulting from acceptance of a substitute will be at the sole expense of the Contractor. The Contractor shall furnish such data concerning and perform such testing of the proposed substitute as may be required by the Engineer to evaluate the substitute item and determine if it is substantially equal. Additional information requested by the Engineer shall be furnished by the Contractor within 10 Calendar Days of such request.

01000.47 Cont'd:

c Offers of substitute items shall be made within the first 25 percent of the Contract Time. Where the CONTRACT Section requires multiple Contract Times, offers of substitute items shall be made within the first 25 percent of the Contract Time for the items of Work in which the substituted items are proposed to be incorporated. The Contractor shall allow the Engineer 28 Calendar Days review time to evaluate substitute items unless otherwise stated in the Specifications. No extension of the Contract Time will be authorized for any circumstance developing from the provisions of this Subsection. Failure to comply with the provisions of this Subsection will be sufficient cause for rejection of a proposed substitute.

48 PATENT RIGHTS

a The Contractor agrees to save, keep, hold harmless, and fully indemnify the City and any of its officers or agents from all damages, cost, or expenses in law or equity that may at any time arise or to be set up for any infringement of the patent rights of any person or persons, or corporations in consequence of the use by the City, or by any of its officers or agents, of articles supplied under the Contract, and of which the Contractor is not the patentee or assignee, or which the Contractor is not lawfully entitled to sell.

b The patent fees or royalties on any patented article or process which may be furnished or used in the Work shall be considered as included in the cost of the various items of the Work and no separate or extra payment will be made therefor, regardless of whether notice of patent has or has not been included in any of the documents.

49 HOUSEKEEPING AND SITE MAINTENANCE

a Throughout all phases of construction, including suspension of Work, and until final acceptance of the Project, the Contractor shall keep the premises and Work site clean and free from rubbish and debris. The Contractor shall also abate dust nuisance by cleaning, sweeping, and sprinkling with water, or other means as necessary. The use of water resulting in mud on streets and paved areas will not be permitted as a substitute for sweeping or other methods.

b Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately and the area shall be cleaned.

c Should conditions warrant, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles as necessary to keep paved areas acceptably clean wherever construction, including restoration, is incomplete.

01000.49 Cont'd.

d The Contractor shall not discharge smoke, dust, or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

e Prior to completion of the Work, the Contractor shall remove all plant, tools, equipment and materials, and shall thoroughly clean the premises and Work site and leave it with a neat, clean appearance to the satisfaction of the Engineer.

50 PROTECTION OF HARBOR WATERS

a The Contractor shall keep materials away from drainage structures and the harbor. The Contractor shall not allow lumber, blocking, chips, loose piles, rubbish, and all flotsam, jetsam, and contaminants of whatever nature to be deposited in harbor waters. Should such be found floating near the site or submerged which might detrimentally affect navigation or water quality, it shall be immediately removed by the Contractor.

51 SITE SECURITY

a The Contractor shall keep the Project site secure at all times. The Contractor shall provide the security fencing, either temporary or permanent to meet this requirement.

52 PUBLIC CONVENIENCE AND PROTECTION

a The Contractor shall be responsible for protection of public and private property adjacent to the Work and shall exercise due caution to avoid damage to such property.

b The access rights of the public and lessees of adjacent property shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the Work or an approved detour shall be provided.

c Unless otherwise authorized, Work shall be performed in only one-half of a roadway at one time. One-half shall be kept open and unobstructed until the opposite side is ready for use. If one-half a street only is being improved, the other half shall be conditioned and maintained as a detour.

d The Contractor shall provide and maintain all necessary barriers, guards, lights, signs, temporary crossings, flagpersons and watchpersons, advise the public of detours and construction hazards and comply with all applicable State, County and City requirements for closure of streets and Federal and State requirements for use of navigable waters. The Contractor shall also be responsible for compliance with additional public safety requirements which may arise during construction. The Contractor shall furnish and install, and upon completion of the Work, promptly remove all signs and warning devices.

e The Contractor shall not interfere with navigation.

53 TEMPORARY UTILITIES

a The Contractor shall furnish, install, maintain, and remove all temporary light, power, and water, including piping, wiring, lamps, and other equipment, necessary for the Work. The Contractor shall not draw water from any fire hydrant, except to extinguish a fire, without first obtaining permission from the water agency concerned.

54 SANITATION

a The Contractor shall provide and maintain enclosed toilets for the use of employees engaged in the Work. These accommodations shall be maintained in a neat and sanitary condition. They shall also comply with all applicable laws, ordinances and regulations pertaining to the public health and sanitation.

b Sewage flows shall not be interrupted. Should the Contractor disrupt existing sewer facilities, sewage shall be conveyed in closed conduits and disposed of in a sanitary sewer system. Sewage shall not be permitted to flow in trenches, be covered by backfill, or flow into Harbor waters.

55 RAILROAD TRACKS

a The City does not guarantee that railroad tracks will be free from trains and standing cars. The Contractor shall exercise such care as will prevent the displacement, injury or obstruction of any railroad tracks encountered in the work. In case it shall be necessary to protect, raise, lower, displace, or remove railroad tracks for the proper construction of the Work, the Contractor shall notify the operating railroad and obtain all necessary permission to perform the track work, or have the work performed, as the case may require.

56 CONSTRUCTION SCHEDULE

a Unless otherwise specified, the Contractor shall submit a proposed construction schedule to the Engineer for review not later than 15 Calendar Days after Notice to Proceed. Failure to submit a schedule within the stated time may result in the withholding of the first progress payment.

b The schedule shall identify all major construction elements, their start date and duration and shall reflect completion of all work under the Contract within the specified time and in accordance with the Specifications.

c Seven copies of the schedule shall be submitted on substantial paper of a reasonable and convenient size for handling and filing. Language, symbols and notations shall be those commonly employed in construction scheduling.

d The time base for reporting construction tasks shall be a regular working day taking into consideration all non-working days.

e The time base for reporting milestones shall be Calendar Days.

f The schedule shall be revised and updated monthly to reflect adjusted event dates, activity completions, additions to the Work and late completion time. The schedule shall be revised and resubmitted for the Engineer's review whenever the Contractor desires to make changes in methods of operation, and whenever the schedule fails to reflect the actual progress.

g The Contractor shall include the cost of scheduling and updating the schedule in the prices bid for the Work.

57 EXTENSIONS OF TIME AND COMPENSABLE DELAYS

a The Contractor's obligations for the performance and completion of the Contract within the Contract Time are of the essence of the Contract. The Contractor shall complete the performance of the Contract within the time stipulated or within such time as may be extended by the City pursuant to Subsection 01000.37 herein.

b Extension of time, when granted, will be based upon the effect of delays to the Project as a whole and will not be granted unless it can be shown that such delays did, in fact, delay the progress of the Project as a whole.

01000.57 Cont'd.

c The time of completion shall be extended only if, in the opinion of the Engineer, the Contractor is necessarily delayed in completing the Contract by a cause that meets all of the following conditions:

1 Such cause is beyond the Contractor's control and arises without Contractor's fault;

2 Such cause arises after the opening of bids and neither was nor could have been anticipated before bid opening. Tide conditions shall be conclusively deemed to have been anticipated before opening of bids.

3 The effect of such cause could not be anticipated and avoided or mitigated by the exercise of all reasonable precautions, efforts and measures by the Contractor, including replanning, scheduling and rescheduling.

d Notwithstanding the provisions of Paragraph 01000.57c.2 above, a time extension may also be granted for delays caused by precipitation or Stage II Smog Alerts (at the South Coast Air Quality Management District Source Receptor Area 4) subject to the other requirements of this Subsection. However, the Contractor shall not be entitled to compensation on or additional payment due to such delays.

e Requests for extension of time for changes in the Work will be negotiated at the time of ordering such changes or after the effects of mitigating rescheduling have become known.

f An extension of time granted shall not release the sureties from their obligations. Work shall continue and be carried on in accordance with all the provisions of the Contract and said Contract shall be and shall remain in full force and effect during the continuance and until the completion and final acceptance of the Work covered by the Contract unless formally suspended or annulled in accordance with the terms of the Contract.

g Neither the grant of an extension of time beyond the date fixed for the completion of any part of the Work nor the doing and acceptance of any part of the Work or materials specified by the Contract after the time specified for the completion of the Work, shall be deemed to be a waiver by the City of the City's right to abrogate the Contract for abandonment or failure to complete within the time specified, or to impose and deduct damages as may be provided.

01000.57 Cont'd.

h As between the Contractor and the City, the Contractor assumes the risk of any and all costs, expenses and liabilities which the Contractor may incur in connection with all suspensions of or delays in performance of the Contract, regardless of the length thereof, arising from all causes whatsoever, except that the Contractor may be compensated for delays caused solely by the failure of the City to furnish necessary rights of way, failure to provide materials shown in the Contract Documents to be furnished by the City, for its own convenience or benefit. If the Contractor sustains loss as a consequence thereof which could not have been avoided by the judicious handling of forces, equipment and plant, there may be paid to the Contractor such amount as the Engineer finds to be fair and reasonable compensation for such part of the Contractor's actual loss as was unavoidable. In no case, however, shall any compensation be made to cover loss of anticipated profits or indirect losses of any kind. If delays are caused by reasons other than those mentioned specifically in this Subsection, an extension of time may be granted, but the Contractor shall not be entitled to compensation or additional payment due to such delays.

i If the Contractor desires an extension of time or compensation for a qualifying delay, the Contractor shall, within 30 Calendar Days after the beginning of the delay, file with the Engineer a written request and report as to the cause and extent of the delay. The request must be made at least 15 Calendar Days before the specified completion date. Failure by the Contractor to file these items within the times specified will be considered grounds for refusal by the City to consider such request.

58 LIQUIDATED DAMAGES

a If the Contractor fails to complete the Work covered by the Contract Documents, or any portion thereof, in accordance therewith, within the time for completion stipulated, or within the time for such completion as extended, the Contractor shall and will pay to the City the sum stipulated in the Contract, for each and every Calendar Day the time consumed in the execution of said Work may exceed the time allowed for that purpose, which said sum is agreed upon, fixed and determined by the parties hereto, as the liquidated damages that the City will suffer by reason of said delay and default. It is expressly understood that it will be impracticable and extremely difficult to determine or fix the actual loss that the City will suffer by reason of delay in the performance of the Work hereunder. The City may deduct and retain the amount of such liquidated damages out of any money which may be due or become due the Contractor. Such liquidated damages shall be the City's sole monetary remedy for delay unless a court of competent jurisdiction finds the liquidated damages provisions in the Contract to be invalid or unenforceable, in which case the City shall retain all other remedies in law or equity, including without limitation the right to prove and recover actual damages due to delay.

01000.58 Cont'd.

b In the computation of liquidated damages for delay in completion of Work, the time taken by the City or allowed a new contractor to whom award may be made for the completion of the Contract, as well as the time required for advertising and awarding such new contract, shall be added to the time consumed by the original Contractor up to the date that the City shall have notified the original Contractor to suspend Work; and from such total there shall be deducted the time allowed to the original Contractor for completing the Work under the Contract.

c The Contractor will not be assessed liquidated damages for delay in completion of the Project caused by the failure of the City or the owner of existing public utilities encountered to relocate same in a timely manner if such utilities are not identified on the Drawings or in the Specifications.

59 PARTIAL ACCEPTANCE AND USE

a At any time prior to final acceptance, the City reserves the right to take over and utilize all or any portion of the permanent construction which has been completed, if the Engineer determines that such portion of the permanent construction is not required for the operations of the Contractor or the use thereof is urgently needed by the City.

b Such action by the City will relieve the Contractor of responsibility for injury or damages to said completed portions of the improvement resulting from use or from the action of the elements or from any other cause, except injury or damage resulting from the Contractor's operation or negligence. The Contractor will not be required to reclean such portions of the improvement before final acceptance, except for cleanup made necessary by the Contractor's operations.

c In the Executive Director's discretion, the City may upon City's partial acceptance and utilization release a portion of the retention monies being held. If the retention monies are released, the percentage released shall not exceed the percentage of work being utilized by City in relation to the Work of the entire Contract. In the Engineer's discretion, City may start the guarantee period on the portion of Work being accepted and the date of such acceptance.

d Nothing in this Subsection shall be construed as relieving the Contractor from full responsibility for correcting defective work or materials.

01000.59 Cont'd.

e In the event the City exercises its right to place into service and utilize all or part of any completed permanent construction, as between the City and the Contractor, the Contractor shall be responsible for only those injuries to persons or property caused by any willful or negligent act or omission of the Contractor, subcontractor, their officers, employees or agents or those injuries for which the Contractor, subcontractor, their officer, employees or agents would be strictly liable or liable under a warranty.

60 PARTIAL PAYMENTS

a In the event of a lump sum bid on all or any portion of the Work upon which partial payments are to be made, the Contractor shall, before the first payment becomes due, submit to the Engineer a detailed schedule of prices for such units of work as may be specified by the Contractor for permanent work accomplished and material worked into permanent place. The schedule of prices submitted will be checked by the Engineer, and, if in the Engineer's opinion such unit prices appear to be reasonable and properly balanced, they will be approved and used in the preparation of the monthly estimates. The sum of all extensions, based upon the quantities of the various items for the entire Work covered by the Contract and the unit prices as approved, shall be equal to the total amount of the Contract.

b On or about the first of each calendar month, the Engineer will make an estimate in writing of all material permanently installed and the total amount of Work done up to the time of such estimate, and the value thereof based upon the unit price stated in the Proposal Schedule or upon the prices agreed in the breakdown of a lump sum or sums stated in the Proposal Schedule. When provided for in the Specifications, and subject to the limitations and conditions of Subsection 01000.61, the cost of materials and equipment delivered but not yet incorporated in the Work will be included in the progress estimate. The Contractor shall submit receipts from suppliers identifying the materials and equipment as paid for prior to the item being included in the progress estimate.

c From each progress estimate, 10 percent of the amount attributable to the Work not including Changes in the Work and/or Authorities for Adjustment issued after the original Contract Award will be deducted and retained by the City, and the remainder less the amount of all previous payments will be paid to the Contractor. After 50 percent of the Work has been completed and if progress on the Work is satisfactory, the deduction to be made from the remaining progress estimates and from the final estimate may be limited to $500 or 10 percent of the first half of the original Contract Award amount, whichever is greater.

01000.60 Cont'd.

d The Contractor shall have the right to substitute approved securities equivalent to the amount retained or request that the Department deposit the amount retained in an interest bearing account. The substitution of securities or the deposit of the amount retained shall be at the expense and request of the Contractor.

1 If Contractor requests to substitute securities equivalent to the amount retained, the City will place the amount retained on deposit with a state or federally chartered bank as escrow agent after approved securities have been likewise deposited by Contractor. The escrow agent shall thereafter pay the amount retained to the Contractor. Contractor shall be the beneficial owner of any securities deposited subject to Paragraph (e).

2 If Contractor requests the City to deposit the amount retained in an interest bearing account with a state or federally chartered bank as escrow agent, City shall do so and the escrow agent shall then pay all interest on said account to the Contractor. Contractor shall be the beneficial owner of said account subject to Paragraph (e).

e Thirty-five Calendar Days following acceptance of the Work by the Executive Director and upon receipt of written notification of such fact from City, escrow agent shall release to the Contractor the securities which have been placed on deposit or the amounts deposited in the interest bearing account. City has the right to order escrow agent to continue to retain necessary securities or deposits sufficient to cover such amounts required by law to be withheld pursuant to properly executed and filed notices to stop payment or as may be authorized by the Contract to be further retained.

f Securities eligible for substitution are those listed in Government Code Section 16430 and also bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City.

g The escrow agent shall be authorized by the Contractor to convert deposited securities or interest bearing accounts to cash in the event of default by the Contractor and distribute the cash as instructed by the City.

h Unless otherwise provided, no payment will be made for materials delivered to the site but not incorporated in the Work.

01000.60 Cont'd.

i Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract. This includes rejected material not unloaded from vehicles, materials rejected after having been placed and material placed outside of the pay lines. Such quantities will not be included in the pay quantities. No compensation will be allowed for disposing of rejected or excess material.

j No estimate or payment shall be required to be made when, in the judgment of the Engineer, the Work has not proceeded in accordance with the provisions of the Contract. The value of any material or work included in partial estimates, which may subsequently become lost, damaged or unsatisfactory, shall be deducted from succeeding partial estimates.

61 ACCEPTANCE AND FINAL PAYMENT

a When the Work has been satisfactorily completed, the Engineer will determine the quantity of Work performed and prepare the final estimate of the value including all Changes in the Work subject to Subsection 01000.37(a) through (d), for acceptance by the Executive Director (or the Board, if necessary).

b The quantities listed in the Proposal Schedule do not govern final payment. Payments to the Contractor will be made only for the actual quantities of Contract items constructed in accordance with the Drawings and Specifications. All prior partial estimates and payments shall be subject to correction in the final estimate of payments.

c At the expiration of 35 Calendar Days from the date of acceptance of the Work by the Executive Director, the amount deducted from the estimates and retained by the City will be certified by the Engineer as due and in the normal course of City business will be paid to the Contractor except such amounts as are required by law or as are authorized by the Contract to be further retained.

d If a notice to stop payment is filed with the City due to the Contractor's failure to pay for labor or materials used in the Work, money due for such labor or materials, plus 25 percent prescribed by law, will be withheld from payment to the Contractor. In accordance with Section 3196 of the California Civil Code, the Executive Director may accept a bond by a corporate surety in lieu of withholding payment.

01000.61 Cont'd.

e It is mutually agreed between the parties to the Contract that no certificate given or payment made under the Contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the Contract, either wholly or in part, against any claim of the City, and no payments shall be construed to be an acceptance of any defective work or improper materials.

f When the Contractor has exceeded the Contract Time and has not yet received an extension of time to complete the Contract so that liquidated damages may be assessed, the Engineer may withhold an additional amount of money to cover the amount of liquidated damages that will accrue based on the Contractor's estimated Contract completion time as confirmed by the Engineer.

62 AFFIDAVIT OF COMPLETION

a The Contractor shall, upon completion of the Work, including final clean up and demobilization, submit to the Engineer (using Forms 298-E, 297-E, or 308-E in Section 00078) a sworn affidavit to the effect that: "to the best of the Contractor's knowledge and belief, the Work specified in said Specification and said Contract has been completed in strict accordance with the Drawings and Specifications therefor, that no lawful debts for labor or materials are outstanding, and that no federal excise tax has been included in the Contract price; that all requests for funds for undisputed Work under the Contract, including Changes in the Work, and under all billings of whatsoever nature are accurate, complete and final and that no additional compensation over and above the final payment will be requested or is due under the Contract or under any adjustment issued thereunder for said undisputed Work; and that upon receipt of final payment, the Contractor and subcontractors acknowledge that the City, the Board, the Executive Director, the Engineer, and any and all employees of the City and their authorized representatives will thereby be released from any and all claims or liability for additional sums on account of undisputed Work performed under the Contract". Disputed Contract claims in stated amounts may be excluded by the Contractor from the operation of the release.

63 GUARANTEE

a Unless provided elsewhere in the Specification, the Contractor guarantees all equipment, materials, and work furnished on the job against defective workmanship, material, construction and labor for a period of one year from the date of acceptance of the Project by the Executive Director (following completion of the Project). If the supplier or manufacturer of material or equipment provides a warranty or guarantee, the Contractor's guarantee shall be in addition to any warranty or guarantee of the supplier or manufacturer and Contractor shall be a co-guarantor of such equipment and materials for a period of one year from the date of acceptance of the Project by the Executive Director. The Contractor shall supply the Department with all warranty and guarantee documents relevant to equipment and materials incorporated in the job and guaranteed by their suppliers or manufacturers.

b It shall be understood that the surety for the performance bond submitted in conformance with the terms of the Contract by the Contractor for the Project is liable on its bond for all obligations of the Contractor including guarantee provisions.

c The Contractor further agrees, that within ten Calendar Days after being notified in writing by the Engineer of any Work not in accordance with requirements of the Contract or any defects in the Work, the Contractor shall commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee, and to complete the Work within a reasonable period of time, and in the event the Contractor fails to so comply, the Contractor does hereby authorize the City to proceed to have such Work done at the Contractor's expense and the Contractor shall pay the cost thereof upon demand. The City shall be entitled to all costs, including reasonable attorney's fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

d Notwithstanding the foregoing subsections in the event of an emergency constituting an immediate hazard to the health or safety of the City's employees, property or licenses, the City may undertake at the Contractor's expense, without prior notice, all work necessary to correct such hazardous condition when it was caused by the work of the Contractor not being in accordance with the requirements of the Contract.

64 NO PERSONAL LIABILITY

a No member of the Board or the Executive Director, the Engineer, any other officer, agent, or authorized employee of the City, shall be personally responsible for any liability arising under the Contract.

65 NO ESTOPPEL

a The City shall not, nor shall any department or officer thereof, be precluded or estopped by any return or certificate made or given by the Engineer or other officer, agent, or employee of the City under any provisions of the Contract from at any time (either before or after the final completion and acceptance of the Work and payment therefor) pursuant to any such return or certificate showing the true and correct amount and character of the Work done, and materials furnished by the Contractor or any person under the Contract or from showing at any time that any such return or certificate is untrue and incorrect, or improperly made in any particular, or that the Work and materials, or any part thereof, do not in fact conform to the Specifications; and the City shall not be precluded or estopped, notwithstanding any such return or certificate and payment in accordance therewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of the Contractor's failure to comply with the Specification.

66 POTENTIALLY SIGNIFICANT CULTURAL MATERIAL

a If potentially significant cultural material is discovered while excavating, the Contractor shall immediately cease excavation in the area of discovery and shall not resume excavation in the area until ordered to do so by the Engineer. When the Contractor is ordered to resume excavation operations, such operations shall be conducted as directed by the Engineer.

b "Potentially significant cultural material" as used in this Subsection means artifactual material 50 years old or older.

c Any delays to the Project as a whole, caused by compliance with this Subsection shall entitle the Contractor to an extension of time.

67 STATE TIDELANDS GRANT

a The Contract is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, the Contract is at all times subject to the limitations, conditions, restrictions, and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1923, (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. Contractor agrees that any interpretation of the Contract and the terms contained herein must be consistent with such limitations, conditions, restrictions, and reservations.

68 RESPONSIBILITY FOR SUBCONTRACTORS

a The Contractor shall be fully responsible to the City for its acts and/or omissions and for the acts and/or omissions of persons directly employed by the Contractor. Additionally, the Contractor shall be fully responsible to the City for the acts and/or omissions of subcontractors and of persons or entities either directly or indirectly employed by subcontractors. Nothing contained in the Contract Documents shall create or be construed as creating a contractual relationship between any subcontractor of the Contractor and the City.

69 CONTRACTOR'S LIABILITY FOR HAZARDOUS WASTES OR HAZARDOUS SUBSTANCES

a In relation to the Work under the Contract, with respect to hazardous wastes or hazardous substances which originate at the site and are not brought onto the site by the Contractor, the City shall not seek to hold Contractor liable as an owner, operator, generator, or discharger of such hazardous wastes or hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. Section 9601 et.seq.), the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code Section 25300 et.seq.), the Porter Cologne Water Quality Control Act (Water Code Section 13020 et. seq.), the Hazardous Waste Control Law (California Health and Safety Code Section 25100 et. seq.), or the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. Section 6901 et. seq.), except that the Contractor shall be liable for performing the Contract, and such liability shall include, without limitation, the responsibility to fully and completely comply with the foregoing statutes and all other applicable federal, state, and local laws, statutes, standards, rules, regulations, order, or permits that apply to the Work.

b After final completion and acceptance of the Work in accordance with the Contract Documents, subject to its continuing obligations under the Contract Documents (including, without limitation, its obligations under any representations, warranties, and guaranties with respect to the Work performed), Contractor shall not be responsible to City for the performance of any further remedial action, removal actions, or cleanup of hazardous waste or hazardous substances at the site that the City may be ordered, directed or required to perform by any governmental authority after the date of final completion and acceptance of the Work, unless such remedial action, removal action, or cleanup is necessary because of the Contractor's failure to adequately perform the Contract, any negligence in the performance of the Work, or any willful misconduct in connection with the performance of the Work.

01000.69 Cont'd

c Nothing in this Subsection shall limit or restrict the liability or responsibility of the Contractor (or any of its subcontractors, consultants, employees, or agents) in the event of any failure to perform or comply with the terms of the Contract, any negligence in the performance of the Work, or any willfull misconduct in connection with the performance of the Work, nor shall this Subsection in any way limit or restrict the Contractor's responsibilities under the Contract and applicable law in connection with the handling, transporting, storing, or disposing of hazardous waste or hazardous substances and/or the arranging therefor.

END OF GENERAL CONDITIONS

I. The following listed supplemental condition shall apply to the indicated paragraph of the GENERAL CONDITIONS Section.

01 LIABILITY AND PROTECTION AND INDEMNITY INSURANCE (01000.06)

The following shall be added as Paragraph f of Subsection 01000.06 of the GENERAL CONDITIONS Section:

f The Contractor's broker or agent shall submit to the City's online insurance compliance system Track4LA ™ at http://track4la.lacity.org/. Railroad Protective Liability Insurance in which Pacific Harbor Line (PHL) acting for itself is named insured with the Contractor. The minimum limits of Railroad Protective Liability Insurance shall be the limits normally carried by the Contractor but not less than $2,000,000 combined single limit for property damage and bodily injury including death. If the submitted policies contain aggregate limits, the Contractor shall provide evidence of insurance protection for such limits so that the required coverage is not diminished in the event that the aggregate limits become exhausted. Said limit shall be without deduction, provided that the Executive Director or designee may permit a deductible amount when it is justified by the financial capacity of the Contractor. Any deductible amount permitted by the Executive Director shall be paid solely by the Contractor.

The Contractor shall also provide comprehensive general liability coverage with additional insured requirements as previously indicated, however, the railroad exclusion shall be deleted.

END OF SUPPLEMENTARY CONDITIONS