

REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NUMBER: 12908

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FRIDAY, APRIL 14, 2023

SUBMIT BID TO: By Hand: Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744-6433	JOBSITE: LOS ANGELES HARBOR DEPARTMENT Pier 300 Rail Storage Yard Terminal Island, CA 90731 https://www.portoflosangeles.org/business/terminals/container/fenix-marine-services
Buyer: Jacquelyn Estrada, Procurement Analyst jestrada@portla.org	

PLEASE EMAIL BID TO: jestrada@portla.org

PIER 300 RAIL STORAGE YARD MAINTENANCE AND REPAIR SERVICES

BIDS are requested for the annual requirements of the Los Angeles Harbor Department ("Department" or "City") for **RAIL STORAGE YARD MAINTENANCE AND REPAIR SERVICES** as may be required upon the execution of the contract for a period of one (1) year from the date of contract execution, including two (2), one-year renewal options, subject to the approval of the Executive Director.

PURPOSE:

Contractor is to perform maintenance, inspection and repair work for power switches, train control equipment, point detector signals, and other affiliated equipment identified and inventoried in the Port of Los Angeles, Pier 300 Rail Storage Yard (see Attachment B), as specified in the Attachments. Contractor will also perform minor Capital Improvements to the facilities in the Rail Storage Yard, as authorized by the Department.

Affirmative Action – An approved AA plan or certification, if not on file, will be required prior to award of contract.

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

NOTIFY:

Lee Warren

E-23-0075

32139-23

3/8/23

Prev: E-6966

Firm Name _____

Mailing Address _____

City State Zip

Phone No. _____ Fax No. _____

REMITTANCE ADDRESS - Unless bidder indicates otherwise the City will remit to the above address for items received.

The undersigned hereby agrees to furnish and deliver any or all items of goods or services in accordance with the terms, conditions, specifications and prices herein quoted, INCLUDING THE GENERAL CONDITIONS THAT FOLLOW. **THIS BID MUST BE SIGNED.**

Authorized Signature

Print Name and title

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MINIMUM SERVICE REQUIREMENTS:

As specified in Attachment A.

CURRENTLY INVENTORIED UNITS AT PIER 300 RAIL STORAGE YARD:

American Association of Railroads (AAR) Units currently inventoried at Pier 300 Railroad Storage Yard, to be updated by vendor upon Award and annually, thereafter:

Unit Count	AAR Value	Description	AAR Unit Total
18	10	Switch with 2 Points or Derail (Power)	180
18	1	Switch Circuit Controller	18
18	4	Yard Track	72
72	1	Switch or Derail Position Target or Light	72
18	1	Wheel Sensor	18
1	1	Code Unit for Remote Control	1
1	1	Carrier Unit	1
1	1	Radio Data Link	1
1	20	Control Operators Workstation	20
5	1	Uninterrupted Power Supply, per 3 Kilovolt-ampere (KVA)	5
20	1	Underground Cable or Wires, 2 pairs per mile	20
1	2	Operations Recorder or Data Recorder	2
Total Units Currently Identified:			410

1. BASIC MONTHLY FEE.

Monthly fee for basic maintenance and inspection services; including consumables, emergency services, and call-outs. Fee to be based on a count of devices in the rail storage yard ("Unit Count") and a value associated with each Unit, as established by the American Association of Railroads ("AAR Value"). Per month.

\$ _____

2. DEVICE INVENTORY FEE.

Fee assessed for the inventory of devices in the Rail Storage Yard, as required to confirm Unit Count, to be carried out upon Contract award, and annually, thereafter. Each.

\$ _____

3. MONTHLY FEE ADJUSTMENT FOR CHANGES IN UNIT COUNT.

Amount that the Basic Monthly Fee will be adjusted, per Unit, when Unit Count either increases or decreases.

+/- \$ _____

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4. ANNUAL MATERIAL ALLOWANCE FOR NON-CONSUMABLES AND CAPITAL IMPROVEMENTS.

Annual allowance for the purchase of materials to be used as non-consumables and for minor Capital Improvements, subject to prior authorization by the Department. Per Year.

\$10,000.00

5. LABOR – EXTRAORDINARY MAINTENANCE AND CAPITAL IMPROVEMENTS.

Please indicate the labor rates that will be applied to work not billed under Line 1.

A. Labor Classification: _____

Straight time, per hour: \$ _____

Minimum Hours Billed: _____

Regular Work Hours: _____

Overtime, per hour (Weekdays): \$ _____

Minimum Hours Billed: _____

Overtime, per hour (Saturdays): \$ _____

Minimum Hours Billed: _____

Overtime, per hour (Sundays): \$ _____

Minimum Hours Billed: _____

Overtime, per hour (Holidays): \$ _____

Minimum Hours Billed: _____

B. Labor Classification: _____

Straight time, per hour: \$ _____

Minimum Hours Billed: _____

Regular Work Hours: _____

Overtime, per hour (Weekdays): \$ _____

Minimum Hours Billed: _____

Overtime, per hour (Saturdays): \$ _____

Minimum Hours Billed: _____

Overtime, per hour (Sundays): \$ _____

Minimum Hours Billed: _____

Overtime, per hour (Holidays): \$ _____

Minimum Hours Billed: _____

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C. Labor Classification: _____

Straight time, per hour:	\$ _____
Minimum Hours Billed:	_____
Regular Work Hours:	_____
Overtime, per hour (Weekdays):	\$ _____
Minimum Hours Billed:	_____
Overtime, per hour (Saturdays):	\$ _____
Minimum Hours Billed:	_____
Overtime, per hour (Sundays):	\$ _____
Minimum Hours Billed:	_____
Overtime, per hour (Holidays):	\$ _____
Minimum Hours Billed:	_____

6. **SHIPPING CHARGES – COMMON CARRIER.** Shipping/Freight charges for parts and materials from manufacturer to vendor. Shipping charges are not subject to markup. Vendor will prepay and add shipping or delivery charges to invoices. Ship cheapest way, unless otherwise authorized, for goods to arrive within the time requested by Department personnel. Freight bills must be provided at invoicing, upon request. Air shipment must be specifically pre-authorized.

7. **DELIVERY CHARGES – BY VENDOR.**

Delivery charges for parts and materials, delivered by vendor. Delivery charges are not subject to markup.

8. **INSURANCE WAIVER SUBROGATION FEE:**

YES ☐ NO ☐ (Choose One) An additional fee will be charged to cover the cost of the required waiver of subrogation. The fee will be assessed as follows:

(If YES, check/complete all that apply)

- ☐ Flat Fee: \$ _____
- ☐ Fee as a percentage of labor costs: _____%
- ☐ Fee per hour of labor: \$ _____
- ☐ Whichever is greater

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VENDOR CONTACT INFORMATION FOR CONTRACTUAL ISSUES:

Contact Person: _____
Title: _____
Telephone: _____
Email Address: _____

VENDOR CONTACT INFORMATION FOR REQUESTS FOR SERVICE:

Contact Person: _____
Title: _____
Telephone: _____
Fax: _____
Email Address: _____
24-Hour Contact Phone: _____

BUSINESS HOURS. Vendor to indicate regular business hours:

Monday-Friday: _____ A.M. to _____ P.M.

Saturday: _____ A.M. to _____ P.M.

Sunday: _____ A.M. to _____ P.M.

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BIDDING INSTRUCTIONS

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

Date: **Thursday, March 23, 2023**
Time: 8:30 AM
Location: 500 Pier A Street, Wilmington, CA 90744 – 2nd Floor Conference Room

The purpose of the Pre-Bid Conference is to answer any questions about the requirements contained within the Request for Bid and to provide any additional information, which may prove helpful to the prospective bidder(s), as well as to overcome any barriers to participation. Please forward any questions that require a follow-up response after the Conference to jestrada@portla.org for public posting.

MANDATORY JOB WALK.

All bidders are required to attend a Job Walk scheduled on **Thursday, March 23, 2023**, immediately following the Pre-Bid Conference referenced above; otherwise, your bid will be deemed non-responsive. The Job Walk location will be at Pier 300 Rail Storage Yard, Terminal Island, CA 90731. Participants will assemble at the conference location and be transported to the job site. Please forward any questions that require a follow-up response after the Job Walk to jestrada@portla.org for public posting.

PRE-AWARD CONFERENCE.

Prior to award of contract the successful bidder may be required to attend a pre-award conference to be scheduled at a later date. The intent of this meeting will be to discuss contract regulations, specifications, invoicing, delivery times, etc., in order to ensure successful administration of the contract.

ADDENDA. From time to time, the Harbor Department may deem it necessary to issue an addendum(a) to modify or cancel a Bid Request. Such addendum(a) will be available on the Port of Los Angeles internet website – www.portoflosangeles.org and the Los Angeles Regional Alliance Marketplace for Procurement website – <https://www.rampla.org/s/> . It is the responsibility of the bidder to be aware of, and respond to, any such addendum(a) before the deadline of the applicable bid request. Failure to do so may deem the bid non-responsive.

SPECIFICATION CHANGES. If any provisions of the Specifications preclude bidder from submitting a bid, the bidder may request in writing that the specifications be modified. Such request must be received by the Buyer or Director at least five (5) working days before the bid opening date. All bidders will be notified by Addendum of any approved changes in the specifications.

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

BID RECAPS. Bid recaps, with a summary of all bids received, will be posted to the following website within two weeks of the bid closing date: <https://www.portoflosangeles.org/business/contracting-opportunities/purchasing-bids>

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CONTRACTUAL TERMS

ESTIMATED EXPENDITURE. Total expenditures under this contract are estimated to be **\$75,000.00** annually. No guarantee can be given that this total will be reached or that it will not be exceeded. Vendor agrees to furnish more or less at the prices quoted in accordance with actual requirements throughout the contract period, however, this amount may not be exceeded without prior written approval from the Director of Contracts and Purchasing, or the Board of Harbor Commissioners in the event that the funding authority exceeds \$150,000.

RENEWAL OPTIONS. State if you will grant the Harbor Department the option to extend any contract awarded hereunder for a period of one or two additional years from the date of expiration, under the same terms and conditions, subject only to price changes which can be justified by increases in vendor's costs but not to exceed the percentage stated below. Option(s) granted will not be considered in awarding contracts.

☐ YES or ☐ NO

Option granted for one (1) additional year at a price increase not to exceed _____%.

☐ YES or ☐ NO

Option granted for second (2nd) additional year at a price increase not to exceed _____% over first (1st) option year prices.

It is agreed that if any renewal option granted herein is exercised, the City will notify the contractor prior to the expiration date. Escalating factors in options will not be automatically granted. Any request for an increase in price must be substantiated by corresponding increases in vendor's costs, and submitted, in writing, to the Director of Contracts and Purchasing. No increase will be granted without the prior approval of the Director.

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

WARRANTY. Terms of warranty on new equipment, materials, and services offered (if applicable). Free PARTS and SERVICE (LABOR) for defective parts and workmanship for the following time period after equipment and/or services have been accepted:

Parts: _____ Labor: _____

Please attach additional warranty terms to bid, if applicable.

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INDEMNIFICATION AND INSURANCE

Indemnification

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

Acceptable Evidence and Approval of Insurance

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

POLICY COPIES

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

PRIMARY COVERAGE

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

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

ADDITIONAL INSURED

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

NOTICE OF CANCELLATION

By terms of the contract, the contracting company agrees to maintain all required insurance in full force for the duration of the contractor's business with the City of Los Angeles Harbor Department. Each contractually

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required insurance policy shall provide that it will not be canceled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of the City of Los Angeles Harbor Department have been given thirty (30) days' prior notice (or 10 days' notice of non-payment of premium) by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

RENEWAL

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

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

Vendor will be required to furnish, at its own expense and within TEN (10) days of notification of pending award, proof of insurance, in accordance with the types and in the minimum limits shown below:

NOTE

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

General Liability Insurance

Vendor shall procure and maintain in effect throughout the term of this Purchase Order, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Vendor's normal limits of liability but not less than one million Dollars (\$1,000,000.00) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Vendor. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Vendor's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days' notice of cancellation for nonpayment of premium, and a 30-days' notice of cancellation for any other reasons. **Any and all Railroad Liability Exclusions MUST be deleted.**

Auto Liability Insurance

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

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Workers' Compensation and Employer's Liability

Vendor shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Vendor shall comply with such provisions before commencing the performance of the tasks under this Purchase Order. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Vendor shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Vendor, and for all employees of any subcontractor or other vendor retained by Vendor.

INITIAL HERE ACKNOWLEDGING INSURANCE REQUIREMENTS:

_____ (initial)

NO WORK MAY BE PERFORMED WITHOUT SUCH WRITTEN AUTHORIZATION TO PROCEED

FINANCIAL SECTION

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

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION.

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

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

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

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

- a. No contractor or subcontractor may be listed on a bid proposal for a public works projects unless registered with the DIR pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1[a]).
- b. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.
- c. The Project is subject to compliance monitoring and enforcement by the DIR.

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PREVAILING WAGES

- a. The Contractor shall pay the general prevailing rate of per diem wages and rates for legal holiday and overtime work currently being paid in the area where the work is being performed.
- b. Pursuant to the provisions of the Labor Code of the State of California, the general prevailing rate of wages for each craft, classification or type of workers needed in the execution of contracts under the jurisdiction of the Board, shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. Copies of the applicable Determinations may be obtained at or by request to the Department.
- c. When the Contractor has been determined to be in violation of Section 377 of the City Charter making applicable the provisions of the California Labor Code relating to the payment of not less than the prevailing per diem wages on public works, deductions may be made from moneys due or to become due the Contractor in the amount of twice the difference between such stipulated prevailing rates, and the amount paid to each wage worker for each Calendar Day, or part thereof, for which each worker was paid less than the stipulated prevailing wage rate.
- d. The Contractor shall also comply with Section 1775 of the Labor Code providing for a penalty per day as determined by the Labor Commissioner for each Calendar Day, or part thereof, for which each worker was paid less than the prevailing wage.
- e. Contractor and subcontractors shall keep an accurate record showing the names and occupations of all workers employed by them in connection with any work done under the Contract, and the per diem wages paid to each of such workers, and shall keep such record open at all reasonable hours to the inspection of the Board and to the State Division of Labor Law Enforcement. The Contractor in all other respects shall comply with Section 1776 of the Labor Code.
- f. No later than the end of the workday following the day on which work was performed by the Contractor, or any subcontractor, the Contractor and applicable subcontractor(s) shall complete and furnish the Contractor Daily Field Report, included as Subsection 71 of this Section, to the Inspector. When work has been performed, the Contractor shall submit a form regarding all employees and equipment at the jobsite on the workday, and the Contractor shall submit a separate form for each subcontractor regarding each subcontractor's employees and equipment at the jobsite on the workday. Each field report shall:
 1. Identify the Project title, Specification number, name of the Contractor or subcontractor, and date on which the work was performed.
 2. Show the names of the workers and identify their applicable company affiliation (Prime Contractor, subcontractor, supplier, or vendor).
 3. Show the labor classification for each worker. If worker is an operating engineer or teamster, the Contractor or subcontractor must indicate which piece of equipment was operated by the worker.
 4. Show the Start Time and End Time for the worker listed, as well as the total hours worked by the worker on the workday.
 5. Show the type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable, utilized on the workday.
 6. Contain the printed name and title for the Contractor or subcontractor representative, and shall be dated and signed by same.
- g. Contractor shall submit the original (wet signature by Contractor or subcontractor) to the Inspector for review. If additional space is needed, a second form, with pages numbered accordingly, can be completed.

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- h. The Inspector will compare the Inspector's records with the report submitted by the Contractor, discuss any apparent discrepancies with the Contractor, and reconcile the report (and have it re-submitted, if necessary). Once the report is agreed upon by the Contractor and Inspector, the Inspector prints his/her name on the report and dates and signs the report. Each party shall retain a copy of the report, signed by both parties.
- i. Certified payrolls from the Contractor and all subcontractors shall be submitted to the City weekly through the Department of Public Works Bureau of Contract Administration's Online Certified Payroll System (OCPS) and shall be accompanied by a Statement of Compliance, signed electronically on OCPS by the Contractor or the Contractor's agent attesting that the payrolls are correct and complete and the wage rates contained therein are not less than those set by the applicable wage determinations incorporated into the Contract. The City reserves the right to reject incomplete payroll reports and request re-submittal of complete reports.

WAGE AND EARNING ASSIGNMENT ORDERS/NOTICES OF ASSIGNMENTS

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

Prime Contractor State of California DIR Registration No.:

Subcontractor State of California DIR Registration No.:

Subcontractor State of California DIR Registration No.:

(Attach additional sheets if necessary)

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DIR REPORTING LABOR CLASSIFICATIONS.

PRIME:

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

- ☐ Asbestos ☐ Boilermaker ☐ Bricklayers ☐ Carpenters ☐ Carpet/Linoleum
☐ Cement Masons ☐ Drywall Finisher ☐ Drywall/Lathers ☐ Electrician
☐ Elevator Mechanic ☐ Glaziers ☐ Iron Workers ☐ Laborers ☐ Millwrights
☐ Operating ENG ☐ Painters ☐ Pile Drivers ☐ Pipe Trades ☐ Plasterers ☐ Roofers
☐ Sheet Metal ☐ Sound/COMM ☐ Surveyors ☐ Teamster ☐ Tile Workers

SUBCONTRACTOR(S): ☐ N/A

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

- ☐ Asbestos ☐ Boilermaker ☐ Bricklayers ☐ Carpenters ☐ Carpet/Linoleum
☐ Cement Masons ☐ Drywall Finisher ☐ Drywall/Lathers ☐ Electrician
☐ Elevator Mechanic ☐ Glaziers ☐ Iron Workers ☐ Laborers ☐ Millwrights
☐ Operating ENG ☐ Painters ☐ Pile Drivers ☐ Pipe Trades ☐ Plasterers ☐ Roofers
☐ Sheet Metal ☐ Sound/COMM ☐ Surveyors ☐ Teamster ☐ Tile Workers

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

SALES TAX PERMIT. Vendor's California State Board of Equalization Permit No. required to collect

California State Sales Tax. Permit Number: _____. ☐ N/A

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC). In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (844) 663-4411, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number. **New vendors will be permitted to provide their BTRC/BTRC Exemption number after award.**

BTRC/BTRC Exemption Number: _____.

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

REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NUMBER: 12908

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FRIDAY, APRIL 14, 2023

VENDOR PAYMENT. Please note. Vendor name and address must be submitted exactly as they will appear on the invoice(s). **Please submit a copy of your IRS Form W-9 with your bid.** If invoice remit to (remittance) name and address are different from the bid name and address, please indicate:

NAME:

REMIT
TO:

ADDRESS:

A/R EMAIL:

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

WITHHOLDING REQUIREMENTS. The State of California Franchise Tax Board (FTB) requires that the City of Los Angeles Harbor Department withhold income taxes from payments to out-of-state vendors for services performed within California unless the vendor submits one of the required forms listed below. The tax withholding rate is seven percent (7%) of payments subject to withholding.

This requirement applies to vendors whose legal address (as indicated on their IRS W-9 Form), or payment address (as indicated on this Request for Bid/Quote), is outside of California. **Should either of these two situations apply to your company, please attach one of the following forms to your bid** in order to help the Harbor Department clarify your nonresident tax withholding status:

- Form 590, *Withholding Exemption Certificate*, certifying exemption from the withholding requirement.
- Form 587, *Nonresident Income Allocation Worksheet*, which allocates the expected income under the City contract for work completed within and outside of California.
- Notice from the CA Franchise Tax Board (CAFTB) that a withholding waiver was authorized (you must first file CA Form 588, *Nonresident Withholding Waiver Request* to the CAFTB).
- Notice from CAFTB that a reduced withholding request was authorized (you must first file CA Form 589 *Nonresident Reduced Withholding Request* to CAFTB).

Further information regarding this requirement may be found here:

<https://www.ftb.ca.gov/pay/withholding/withholding-on-nonresidents.html>

Please Check One:

☐ **Both Bidder's Legal Address and Remittance Address are located within the State of California. Withholding Forms Not Required.**

☐ **Withholding Forms Attached**

REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NUMBER: 12908

(SHOW THIS NUMBER ON ENVELOPE)

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MISCELLANEOUS PURCHASES. The Harbor Department requests the option to purchase miscellaneous related services, parts and supplies, in conjunction with the purchase of items covered by the contract, under the condition that such items may be purchased in amounts not to exceed \$1,000.00 per order, per invoice.

Check one:

☐ Option Granted

☐ Option Not Granted

INITIAL: _____

GENERAL RULES AND REGULATIONS

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

ETHICS.

Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing \$25,000 or more and a term of at least three months in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders must submit CEC Form 50 (provided in Attachment) to the awarding authority at the same time the response is submitted. The form requires bidders to identify their principals, their subcontractors performing \$25,000 or more and a term of at least three months in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 50 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

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

SMALL AND LOCAL BUSINESS (SLB) PROGRAM.

Is your company Certified as an SLB by the City of Los Angeles? ☐ Yes ☐ No

Companies certified as a Small Local Business with the City of Los Angeles are given a preference applied to bid contracts of \$100,000.00 or less. A 10% preference (discount) is given to the bids of SLB certified companies. The preference is determined by taking 10% of the lowest bid that is proposed by a non-certified SLB company, and subtracting that amount from the bid of the SLB certified company. If after the preference the SLB's bid is less than or equal to the lowest non-certified company's bid, the SLB will be awarded the contract.

REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NUMBER: 12908

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FRIDAY, APRIL 14, 2023

In order to be given the bid preference as a certified SLB, your SLB application must be received at the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, Centralized Certification Section no later than five (5) calendar days prior to the last day for submission of the bid or proposal and approved prior to the award date as stated on the RFB.

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, Centralized Certification Section is located at:

Office of Contract Compliance, Centralized Certification:
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
(213) 847-2684

Certification as a Small and Local Business is valid for one calendar year from the date of approval. Applicant firms must be recertified on an annual basis with the Office of Contract Compliance, Centralized Certification Section. For questions concerning the Small Local Business Program, contact the Office of Contract Compliance, Centralized Certification Section at (213) 847-2684 or at <https://bca.lacity.org/certification>

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

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

AWARD OF CONTRACT. Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the bidder. The City may make combined award of all items complete to one bidder or may award separate items to various bidders. Bidders may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. **The right is reserved to reject any, or all, bids and to waive informality in bids.**

REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT (RAMP).

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

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

RAMP ID Number(s): _____

REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NUMBER: 12908

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FRIDAY, APRIL 14, 2023

GENERAL CONDITIONS READ CAREFUL

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

THE END

No. 285 Rev. 10/12-116

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

☐ **Original Filing** ☐ **Amendment:** Date of Signed Original _____. Date of Last Amendment _____.

Reference Number (Bid, Contract, or BAVN)	Awarding Authority (Department awarding the contract)
12908/E-23-0075	HARBOR
Bidder Name	
Address	
Email Address	Phone Number

Certification

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

A. I am applying for one of the following types of contracts with the City of Los Angeles:

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

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

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

Name

Signature

Title

Date

ATTACHMENT "A"

August 2, 2022
E-23-0075/12908/32139-23

LOS ANGELES HARBOR DEPARTMENT
SPECIFICATIONS AND REQUIREMENTS

PIER 300 RAIL STORAGE YARD MAINTENANCE AND REPAIR SERVICES

NOTICE: Complete all sections of this specification by checking "Comply" or state deviations and exceptions, where applicable. **If not completed in its entirety, this bid will be considered non-responsive.**

<p>1. <u>Summary</u>. Contractor is to perform maintenance, inspection, and repair work for power switches, train control equipment, point detector signals and other affiliated equipment located in the Port of Los Angeles Pier 300 Rail Storage Yard as identified in Attachment B and on Page 2 of the Request for Bid (RFB). In addition, Contractor may propose, and be authorized by the Harbor Department, to perform minor capital improvements to the facilities in the Rail Storage Yard.</p>	<p><input type="checkbox"/> Comply Deviation:</p>
<p>2. <u>Inspection and Maintenance Services</u>. Regarding inspection and maintenance services, Contractor shall employ Federal Railroad Administration (FRA) rules qualified Signal Maintainers to perform the required services. These services include inspection and maintenance of signal appliances consisting of, but not limited to, switch machines, signal lamps, control houses, and logic controllers. Contractor shall manipulate and adjust power switch gear to ensure it is in operating order. Contractor shall check signal bulb illumination for operation and replace them if bulbs are out. Contractor shall check logic controllers to make sure that relays are operational so that they provide a fail-safe function for the operation of trains and rail equipment; Contractor shall replace the controllers if found deficient. Inspection and maintenance services provided by Contractor as they relate to the signal system must meet current and applicable Federal and State standards. Inspection and maintenance services shall be performed at least once each month with Contractor providing City with a report of conditions found, actions taken by Contractor to correct deficiencies, and documentation of materials used to maintain signal appliances.</p>	<p><input type="checkbox"/> Comply Deviation:</p>
<p>3. <u>Minor Capital Improvements</u>. Minor capital improvements consist of improvements to power switches, train control equipment, point detector signals and other affiliated equipment located in the Port of Los Angeles Pier 300 Rail Storage Yard. Contractor may recommend such improvements but shall not perform such improvements without pre-authorization from the Department.</p>	<p><input type="checkbox"/> Comply Deviation:</p>

August 02, 2022

E-23-0075/12908/32139

<p>4. <u>Rail Storage Yard Device Survey</u>. Contractor shall conduct a survey of devices in the Rail Storage Yard at Contract award and on an annual basis, thereafter. The survey shall identify the number of Units and assign a value to each Unit in conformance with American Association of Railroad standards. Survey shall be performed with the participation of a representative from the Department. Survey results provided in a monthly report shall serve as the basis for the adjustment of monthly compensation for basic maintenance and inspection services (see RFB Lines 1 and 3).</p>	<input type="checkbox"/> Comply Deviation:
<p>5. <u>Emergency Services and Call-Outs</u>. Contractor shall be available for emergency repair of the signal system, subject to the requirements of the Federal Hours of Service Act, 24 hours per day, every day of the year, during the term of this Order. Contractor shall respond within two (2) hours of receipt of an emergency call or a track outage call-out, particularly in situations of signal-related Impassable track. In addition, Contractor will respond to call-outs from the Department, Pacific Harbor Line, and Rail Yard users insofar as they relate to track outages. All other repairs will be performed in a timely manner. The Department expects all emergency services and call-outs to be included in the overall cost of maintenance services to be provided as part of a Basic Monthly Fee (See RFB Line 1).</p>	<input type="checkbox"/> Comply Deviation:
<p>6. <u>Contacts</u>. Contractor is obligated to provide the Department with current contact numbers and methods for both emergency and standard notifications to facilitate current FRA notification requirements.</p>	<input type="checkbox"/> Comply Deviation:
<p>7. <u>Records</u>. Contractor shall maintain and provide to the Department and Pacific Harbor Line (or the Department's designated rail operator) copies of all known signal system documents required by regulatory authorities, including the FRA.</p>	<input type="checkbox"/> Comply Deviation:
<p>8. <u>Third Party Damage</u>. In the event of signal system damage caused by a third party, Contractor will be responsible for accomplishing any repairs upon authorization by the Department. The Department will be responsible for the cost to repair or replace the signal system.</p>	<input type="checkbox"/> Comply Deviation:

August 02, 2022

E-23-0075/12908/32139

<p>9. <u>Materials - Consumable</u>. Contractor will supply consumable materials as needed. Consumable materials are those that have a usable life of no more than one (1) year and that will be purchased and replaced as part of normal maintenance practices. Consumable materials shall include, but are not limited to, primary batteries, fuses, bonds, track, connectors, lenses, reflectors, light bulbs, lightning arrestors, grease, graphite, paint, and other consumable type items. Materials supplied shall meet or exceed the specifications of the materials replaced. The supplies become the property of the Department after being installed by Contractor in the Rail Storage Yard.</p> <p>Note: The Department expects all the cost of consumables to be included as part of a Basic Monthly Fee (See RFB Line 1).</p>	<input type="checkbox"/> Comply Deviation:
<p>10. <u>Materials - Non-Consumable or Minor Capital Improvements</u>. At the discretion of the Department, upon recommendation of the Contractor, and with prior approval, Contractor will identify and install non-consumable or capital signal/track material. Such materials are those that have a usable life exceeding one (1) year and are considered depreciable. These materials shall include, but not be limited to, track wires, cabling, pole line, instrument housings, storage batteries, electronic components, switch circuit controllers, power switches, power derails, signal masts, signal light displays, failing insulation joints, gauge plates, and other signal hardware or other track components. Contractor will notify the Department without undue delay of the deficiency or failure of components. Contractor will track these items by location and zone within the Rail Storage Yard for monthly billing, as well as cost forecasting for the Department in current and future periods. The Department will, as applicable regulations govern, repair, or replace the deficiency within thirty (30) calendar days.</p>	<input type="checkbox"/> Comply Deviation:
<p>11. <u>Production Track Work</u>. Contractor shall assist the Department or the Department's third-party contractor in performing track maintenance or regarding cables, bonding, and other signal related services to assist the Department in production track work services. It is acknowledged that the Department will provide a minimum of thirty (30) days' notice for such planned work.</p>	<input type="checkbox"/> Comply Deviation:
<p>12. <u>Extraordinary Maintenance and Capital Improvements</u>. Contractor shall perform extraordinary maintenance and capital improvement services, e.g., the necessary inspection, test and repair of the-signal systems resulting from, but not limited to, cable installation, track installation or removal, switch installation or removal, vandalism, and Acts of God, i.e. any event or condition resulting from forces beyond human control, which materially disrupt Rail Yard signal-related operations.</p>	<input type="checkbox"/> Comply Deviation:

August 02, 2022

E-23-0075/12908/32139

<p>13. <u>Battery Disposal</u>. Contractor will notify the Department of the need to dispose of batteries classified as hazardous, i.e., batteries used in the performance of the signal system. The Department will be responsible for the disposal of such batteries.</p>	<input type="checkbox"/> Comply Deviation:
<p>14. <u>FRA Rules</u>.</p> <p>a. Contractor shall be responsible for all maintenance, testing, and reporting procedures as governed and required under FRA rules.</p> <p>b. Contractor shall notify the Department of any FRA Rule violations as soon as they become known. This notification will be in writing with details by zone and location within the Rail Storage Yard. If a violation is noticed, a work plan for the correction of the violation will be provided by Contractor to the Department with a timeline and cost estimation needed to make the necessary correction. No work will commence until authorized by the Department.</p> <p>c. Contractor shall pay any applicable fines assessed against the Department by the FRA related to the administration of rules, except that the Department shall pay any applicable fines associated with those signal systems for which the City must bear the cost of bringing into compliance with Rules under Item No. 11 above, until such time as full compliance has been achieved.</p>	<input type="checkbox"/> Comply Deviation: <input type="checkbox"/> Comply Deviation: <input type="checkbox"/> Comply Deviation:
<p>Summary of Deviations:</p>	
<p>Completed By (Name/Signature):</p>	
<p>Title:</p>	



LEGEND

- PORT RAIL FACILITIES
- ADDITIONAL PORT RAIL FACILITIES
- PRIVATE TRACKS
- BNSF TRACKS
- TRACKS OUT OF SERVICE
- UNION PACIFIC TRACKS
- PORT OF LONG BEACH OWNED TRACKS
- PORT BOUNDARY LIMITS
- PACIFIC HARBOR LINE / WATERFRONT RED CAR LINE SHARED USE



SCALE 1"=500'

500 250 0 500 1000 1500 2000

NO.	DATE	DRAWN	REVISIONS -

CH'KD	APP'D	NO.	DATE	DRAWN	REVISIONS -
		1	3/15/07	RSG	RECLASSIFIED FORMER LAXT TERMINAL TRACKS AS PORT RAIL FACILITIES

CH'KD	APP'D	SCALE:	AS SHOWN
		DRAWN:	QUINTANA/HSU
		CHECKED:	A. GOODWIN
		DESIGNED:	C.R. QUINTANA
		ENGR/ARCH	

CHIEF OF DESIGN <i>[Signature]</i>
ASSISTANT CHIEF DESIGN-ENGINEER <i>[Signature]</i>
CHIEF HARBOR ENGINEER <i>[Signature]</i>

LOS ANGELES HARBOR DEPARTMENT
PORT COMPLEX AREA



THE PORT OF LOS ANGELES
ENGINEERING DIVISION P.O. BOX 181 SAN PEDRO, CA 90739-0181



DRAWING NUMBER
1-2173 RR-2